

98-84372-14

Harland, William H.

Ham Common and the
Dysarts

Kingston-on-Thames

1894

98-84372-14
MASTER NEGATIVE #

COLUMBIA UNIVERSITY LIBRARIES
PRESERVATION DIVISION

BIBLIOGRAPHIC MICROFORM TARGET

ORIGINAL MATERIAL AS FILMED - EXISTING BIBLIOGRAPHIC RECORD

373
21
v. 4

Harland, William H.
Han Common and the Baysarts... Kingston-on-
Thames ~~etc.~~, Eaton Hart Bros., 1894
77, [1] p. map.

Vol. of pamphlets

Only 1 A

RESTRICTIONS ON USE: Reproductions may not be made without permission from Columbia University Libraries.

TECHNICAL MICROFORM DATA

FILM SIZE: 35mm

REDUCTION RATIO: 10:1

IMAGE PLACEMENT: IA IIA IB IIB

DATE FILMED: 3-30-98

INITIALS: RB

TRACKING #: 32445

FILMED BY PRESERVATION RESOURCES, BETHLEHEM, PA.

B. 2007 No 14 *Dup*
HAM COMMON

AND
THE DYSARTS.

A BRIEF AND AN INDICTMENT.

BY

WILLIAM H. HARLAND,

Secretary of the Ham Common Defence Committee

Kingston=on=Thames :

EATON HART BROS., PRINTERS

1894.

PRICE SIXPENCE

HAM COMMON AND THE DYSARTS.

A BRIEF AND AN INDICTMENT.

BY

WILLIAM H. HARLAND,

Secretary of the Ham Common Defence Committee

"The Lord forbid it me that I should give the inheritance of
my fathers unto thee."—NABOTH TO AHAZ.

"We are not damned for doing wrong, but for not doing right."
—ROBERT LOUIS STEVENSON.

Kingston-on-Thames:

EATON HART BROS., PRINTERS

PREFACE.

THIS is explanatory—not apologetic. No excuse, I apprehend, is needed for the public presentation of a case of the nature dealt with in the following pages, but it is perhaps necessary to say that the pamphlet is not an official publication of the Committee to which I act as Secretary. The particulars which I have thrown together in this rough form in order to render people, unfamiliar with the subject, able to grasp all the issues without much trouble, are derived from various authoritative sources and present all sides of the question. If the main issue had been merely the right of this or that man to take gravel out of the parish no adequate reason would exist for appealing for assistance against the aggression of the Dysarts, but since the right of the entire village to manage and enjoy its Common is involved, there is surely ample justification for invoking widespread help for a little community not able at present to trust its local rulers and altogether abandoned by its wealthy members.

W. H. HARLAND.

November, 1894.

CONTENTS.

CHAPTER	PAGE
I. INTRODUCTORY	7
II. THE DYSARTS AND THE VESTRY	13
III. * BED-ROCK EVIDENCE	20
IV. THE HERDSMAN	53
V. THE BATTLE OF 1891	58
VI. THE PRESENT POSITION	64

APPENDIX.

I. THE DEED OF CHARLES THE FIRST	67
II. THE RULES OF CUSTOMES	72

HAM COMMON AND THE DYSARTS.

CHAPTER I.

INTRODUCTORY.

HAM COMMON is one of the smallest and one of the prettiest of open spaces within the metropolitan radius. It has a tithe area of 126 acres, 2 rods and attached to it are about 500 acres of common fields bordering the River Thames and over which there is a right of turn-out for six months in the year. The village of Ham lies about equi-distant between Richmond and Kingston-on-Thames and freely participates in the historic associations of those ancient towns.

The manor always appears to have been a part of the demesnes of the Crown. Henry the Second granted it apparently for life to Maurice de Creoun, some time Governor of the Provinces of Anjou and Maine. It was next put in the hands of the Bishop of Winchester and afterwards John rented portions to Roger de Mowbray and G. Fitz-Peter. In 1216 the king gave back to Peter de Creoun the lands that had formerly belonged to Maurice his father and with a few changes they seem to have remained in the family till some time before 1267, when the then representative disposed of all his hereditary rights to Sir Robert Burnel, afterwards Bishop of Bath and Wells. It descended by marriage to John de Handlou, who was the second husband of a Burnel and whose second son Nicholas, on coming into the estate took the name of the family to which his mother belonged. In 1420 the manor reverted to William Lord Lovel who inherited through descent from the issue of the first marriage of John de Handlou's wife. In

1485 the property became forfeited to the Crown through Francis Lord Lovel participating in Lambert Simnel's rebellion. In 1522 Henry the Eighth rented the manor to Massey Villarde and Thomas Brampton and in 1540-1 granted it, as well as those of Petersham and Shene [Richmond], to his divorced queen, Ann of Cleves, who is said to have surrendered it in 1548 to Edward the Sixth. In 1610 James the First devised it to Henry Prince of Wales, the estate being recited as parcel of the jointure of Ann of Cleves, and five or six years after the heir's death in 1612, made it over to trustees for ninety-nine years, on behalf of Charles Prince of Wales. In the interim the estate was let on lease to various individuals. In 1624 Frances Cole was lady of the manor and from 1633 to 1636 Gregory her son. In 1636 or 1637 William Murray, created Baron Huntingtower, and Earl of Dysart in 1646, secured a lease of the manor coupled with that of Petersham and on his death, the date of which is not known, his interest passed to his eldest daughter Elizabeth, wife of Sir Lionel Tollemache, or Talmache, of Helmingham. Her father does not appear to have used the title of Dysart himself, there being some irregularity connected with the issue of the warrant and in the records of the manor he is always referred to by his family name. Lady Tollemache accordingly in 1660 obtained a patent creating her Baroness Huntingtower and Countess of Dysart "with her father's precedence and remainder to such of her children as she should think fit to name by a writ under her hand at any time of her life; and in case of no such nomination to her heirs general, with preference to the eldest." In 1666 Charles the Second demised certain pieces of land in the parish to Sir Lionel and Sir Robert Moray, or Murray, in trust for the descendants of the first Earl of Dysart, though in May 1671 he feed the manors to John Earl of Lauderdale, whom the Countess had either already married, or was wedded to the following year. He died in 1682 and the duchess under the grant to her husband, or under the trust to Sir Robert Murray, enjoyed the manor till her demise in 1698. Her eldest son Sir Lionel succeeded her in the property and title and was followed in 1727 by his grandson Lionel, who in 1734 was succeeded by his brother, another Lionel. He gave place in turn, in 1770, to Lionel his eldest son, and this last was succeeded in 1799 by his brother Wilbraham, who died in 1821. The next successor

was Louisa, widow of John Manners, M.P. for Grantham, and sister of the two preceding peers. Her death occurred in 1840, the manor passing to her grandson, Lionel William John, who died on 23rd September, 1878 and was followed by his grandson, William John Manners, the present earl. It was under the will of Lord Dysart's grandfather that the property was assigned to trustees, who were appointed for twenty-one years, and so held the management of the estates, including of course the manor of Ham, till 1899. The first trustees were Frederick James Tollemache and Algernon Gray Tollemache, both great uncles of the existing peer, and Charles Douglas Richard Hanbury-Tracy, now Baron Sudeley, his second cousin by marriage. Frederick Tollemache died in 1888 and was replaced by Major-General Charles Edmund Webber, a brother-in-law by his first marriage of Baron Sudeley; and Algernon expired in 1892 and was succeeded by Mr. George Tourney Biddulph, of the banking firm of Cocks, Biddulph and Co. The steward of the manor is Mr. Julius Alfred Bertram. It may be mentioned that there is some doubt as to the full title of the Dysarts to their Surrey property and the doubt finds expression in the late earl's will.

The village has passed through several phases of local government. It has been mainly administered by the parochial vestry, but was additionally governed from 1819 to about 1843 under what is known as Sturges Bourne's Act. In 1862 was constituted, with a restricted area, the Local Board, which will soon be transformed into an Urban District Council, with a much wider district and one more in conformity with the boundaries of the parish. The existing population is about 1600.

Now having given a brief account of Ham, it is time to explain how the inhabitants enjoy the special manorial privileges claimed and which are so seldom found in the case of the commoners of other manors with open spaces. In 1634 Charles the First, desiring to create Richmond, or New Park, and there being considerable opposition to his scheme from the residents of the district, appointed a commission to treat with "the proprietors and other inhabitants" respecting the lands it was proposed to enclose. The result, so far as the manors of Ham and Petersham were concerned, was that by an indenture dated 22nd December, 1635,⁵

⁵See Appendix I.

the residents gave up to the king 483 acres in the former parish and 265 acres in the latter, in consideration of £4000 and the reservation to themselves and their heirs of "all their right and interest of Comon in all and every other the wast-grounds of or belonginge to the said severall manors of Ham and Petersham that are not to bee inclosed within his mtie's said newe Parke his mtie. being well pleased that neither his mtie. his heires or successors nor any of his or theire Farmors of the said manors or either of them shall from henceforth have make or take any benefitt or profit in or out of the residue of the said Wastgrounds of the said manors or either of them soe left out of the said intended newe Parke but that the said Tenants respectively have the sole benefit and profit of the same." The term "Farmors" applies to those to whom the manors may be leased or feed and not to actual tenants of the property.

In succeeding chapters will be found the opinions of several counsel respecting the validity of the Deed and of its effect, so far as the relations between the Dysarts and the villagers are concerned, but whatever may be its legal force its intention must be clear to any reasonable individual and the construction the commoners put on it now is the construction which was put on it by the people from the first. It is clear, too, that both the Dysarts and the owners of the manor regarded the concessions to the villagers as some curtailment of the powers of the lord, for Charles the Second, on 28th March, 1666, granted to Sir Lionel Tollemache "divers pieces and parcels of land in the parishes of Ham [and Petersham] with their appertinences." for the annual rent of £1 5s. 0*id*., in trust for the heirs of the first earl; and on 6th April following "by indenture between the King of the one part and Sir Robert Moray, Kt., of the other part, the King, in compensation of services done by William late Earl of Dysart deceased, to his late Majesty, King Charles the First, and of his losses and damages by the inclosure of the new Park near Richmond demised to the said Sir Robert several closes of meadow and pasture therein particularly described and containing in the whole by estimation, 289 acres and 27 perches (excepting all rents of the free and customary tenents and all the waste ground belonging to the Manors of Petersham and Ham; and all the lands in the Great Park at Richmond; and all timber trees and saplings; and all royal

mines and mines of lead and tin) to hold to the said Sir Robert Murray, his executors, etc., from the 10th day of April 1666 for 61 years: in trust for the daughter and coheirs of the said William late Earl of Dysart under the yearly rent of £16 9*s*. payable to the King his heirs and successors." The prevalent opinion in 1751 is revealed in a little work addressed to the citizens of London and entitled "Two Historical Accounts of the making New Forest in Hampshire by King William the Conqueror; and Richmond New Park in Surry by King Charles the First." In a footnote the author observes: "The Deed appears to be a common Deed of Sale, with only this Difference, that as the Tenants had conveyed all their Right to the Herbage of and in the Lands taken into the Park, Care was taken to secure to them and their Heirs all the Right of Commonage to the Waste Ground out of it (not so much as allowing one Foot of Land from the Park Wall, nor did the King desire it, as appears from the Deed) of and in the said Manors. And it is to be observed, that the Freeholders and copyholders of the said two Manors disposed of their private Rights: So that the Parishioners of those places, and the Poor thereof, I mean the Parish Poor, if they had a Right before to take the Underwood in the Wastes, and the Lands paid all Taxes, the Sale, one would think, did not destroy it: And it is believed, that no one, who knows anything of this Park, will deny, but that the neighbouring Poor have been permitted from Time to Time (till that of the new Regulations) to enter the Park, and pick up and carry away the Wood, etc for Firing. If that is admitted, Does it not shew some Right? and draws this Observation, That Persons should be cautious how they cause the Poor in the Neighbourhood to be publicly whipt for doing what has been practised and allowed for so many Years."

It is the general evidence of documents, like those quoted, which explains the origin of the peculiar rights which the commoners of Ham claim and enjoy, and which it is now sought to deprive them of. It need not be contended that the royal indentures constitute the legal justification of the villagers' position, since that is amply provided for in the usage of the succeeding 260 years. In the grant of the manors of Ham and Petersham to Lauderdale, mention is made of Courts Leet and Courts Baron, but there is no evidence available to the general investigator that any were ever held, what

references there are bearing on the point—with one questionable exception relating to the Court Baron—showing that that Court and the Court Leet of the manor of Richmond, had jurisdiction here and that it was the latter authority which till modern times confirmed the appointment of Herdsman and other officials nominated by the Vestry, and sanctioned the removal of the pound. This is not surprising, since the three manors originally went together and the rules of customs applied to all collectively. In 1866, however, the Office of Woods and Forests decided that this Crown oversight at Ham had taken place apparently under a misapprehension and that it was not warranted by the terms of the grant of the manor to Lauderdale. The Richmond steward was accordingly directed to abstain from interference in future and thus the absolute independence of the village was acknowledged.

CHAPTER II.

THE DYSARTS AND THE VESTRY.

The Dysarts have always been more or less at war with the Vestry. Intermittent aggression has been the policy it would hardly be an exaggeration to say from the very first. Conscious apparently of their restricted powers and rebelling against the Deed of Charles the First, which shone them of the special privileges usually enjoyed by most manorial lords, they were ever on the look out to find ways in which to encroach on the rights of the villagers and filch back some of the power and land the estate lost even before they owned it. During the first two centuries of the connection of the family with the parish, they themselves supplied the most tangible evidence of the hollowness of their claims. They rented portions of the waste lands they now contend belong to them as part of the manor and yearly paid the fee that was the sign of the Vestry's predominant proprietorial right. How any line of men, believing the soil was their property, should yet enter into a covenant to hire it and ultimately purchase it, is one of those anomalous actions of the Dysarts which it requires a steward as ingenious and humorous as Mr. Bertram to satisfactorily explain. The story is told in the Vestry Books, which are seven in number, and, with a couple of breaks, deal with nearly two centuries of village history—1721 to 1894. The first volume runs from the opening year to 1731, the second continues to 1748, the third to 1772, and the fourth to 1795. Then a gap of two years occurs, the fifth book, bound in paper covers and evidently being a portion of a larger volume, embracing only the short period comprised between 1798 and 1804. The subsequent book carries on the story to 1824 and the seventh deals with the years 1841 to the present time. The first entry respecting the Dysarts occurs in the overseers' accounts for 1729, when we find that £2 10s. was paid for the hire of certain parish property, called the Poor's Land. This payment continued till 1740 when a dispute arose between the Vestry and the fourth earl.

The plot would appear to have been originally hired to William Murray, the first peer or his heirs and the lapsing of the lease probably induced his descendant to try and get absolute hold of it. In 1742 the Vestry gave his lordship notice to quit and ordered the land to be staked out, and some minion of the family having threatened to assault any parochial officer who should venture on the property, the parishioners promised to indemnify the overseer entrusted with the task and to pay all the charges he might be put to. The land was partially marked out, but the earl refused to give up possession, despite a second notice in 1743 and eventually the matter was settled the next year by his lordship taking up a lease for the land. This is the official record of the transaction:

Wee the overseers together with the inhabitants of the hamlets of Ham and Hatch in the parish of Kingston-upon-Thames in the county of Surrey at a publick Vestry this day regularly called and summoned by order and direction of the overseers of the poor of the said hamlets do hereby unanimously agreed that the Right Honourable Lyonel Earl of Dysart shall have a lease of the land belonging to the poor of the said hamlets and called or known by the name of the Poor's Land lying interspersed within the lands of the said Earl of Dysart in Ham or Hatch aforesaid from St. Michael the Archangell now last past for during and until the full end and term of ninety-nine years from thence fully to be compleat and ended at the yearly rent of £4 to be paid half yearly. And under proper usual covenants relating thereto and also for liberty of the inhabitants with the overseer or overseers of viewing and coming in and upon the said lands at all reasonable times in the year during the said term. And that the said Earl of Dysart or his agent shall assist the overseers or the r agent in staking or setting out the same land so that at all times hereafter the overseers of the said hamlets for the time being and their successors on behalf of the said inhabitants and the poor of the said hamlets shall or may always know the said lands and thereby prevent all manner of disputes and difficulties that possibly may otherwise arise between the said Earl of Dysart and his heirs and the overseers and inhabitants of the said hamlets for the time being and their successors on account and for want of knowing the said lands and to this we all unanimously agree and order that Stephen Harward on behalf of the said hamlets and inhabitants attend Mr. Richard Tallmash ye said Earl of Dysarts agent in staking out the said land and that leases be forthwith drawn and a plan of the said lands fixed to the said lease and counterpart Signed at a Vestry this sixth day of April 1744.

The hamlet of Hatch is a natural part of Ham and at first rented from the Corporation of Kingston-on-Thames, was ultimately purchased by the sixth earl. Both places were hamlets of Kingston till 1834. The agreement quoted effectively settled the dispute and an entry in the overseers'

accounts for 1746 shows that the rent was duly paid with arrears, amounting altogether to £15. In 1760-1 Tallemach, the Dysart agent, was one of the overseers, and it is curious to note that though he entered the receipt of the rent for the Poor's Land, he did not show who was the lessee. In 1864-5 he was overseer again and this time made a proper entry. At a Vestry meeting held 21st November, 1808, "it was mentioned by Mr. Morton that Lord Dysart wished to know if the parish would dispose of the nine acres of land now held by his lordship at four pounds per annum." Negotiations were apparently entered into during the period covered by the missing Vestry Book in anticipation of the lease expiring in 1843, as entries in the last volume of minutes show:

25TH JANUARY, 1844.—Read a minute of the Vestry under date 20th of May 1840: "It appears to the Vestry desirable that the different portions of land belonging to the parish amounting together to 8s 3s 8p situated in different parts of the estate of the Earl of Dysart should be exchanged for the same quantity of ground in one portion." Resolved that the overseers be authorised to communicate with the Steward of the Manor on the subject and report the result to the Vestry.

21ST MARCH, 1844.—Reference being made to the minute of May 20 1840 relative to the parish property let to the Earl of Dysart the overseer reports that, as directed by a minute of the last Vestry he has had communication with the Steward of the Manor, who informs him, that at present the Earl of Dysart cannot legally take a lease of the parish but that his lordship consents to hold it as a tenant at will at the rate of £8 per annum, the question with regard to the proposed exchange of the parish lands [to] be reserved to a future opportunity: resolved that the above arrangement be confirmed.

3RD APRIL, 1851.—Mention was made respecting the parish lands now let to Lord Dysart and reference was made to what took place at the Vestry held 4th April 1849 and at subsequent Vestries touching the proposal to exchange the above lands for other land more advantageously situated: it was resolved that the question cannot be proceeded with

Judging by this last entry the Dysarts appear to have kept on with the property though the lease had expired, and in 1858, as much as £9 1s. 6d. was paid for rent.

1852, DECEMBER 9TH.—Reference having been made to the piece of parish ground held by Light, called "The Poor's Acre," agreed that the overseers shall get the assistance of some of the oldest inhabitants and to the best of their power stump out the said acre and that after this a proposal shall be made to Mr. Tollemache on behalf of Lord Dysart to rent the said acre from the parish he paying the usual rent £1 1s. 6d. annually to the overseers.

It is doubtful whether this was not already part of the Poor's Land, and from what followed the offer may or may not have been closed with. In 1863 Mr. W. Park Dickins gave it as his opinion that the estate of all the parish property administered by the Vestry for any length of time was legally vested in the overseers, and on 23rd July a proposal was made to let the Dysarts have presumably the Poor's Acre—at all events land already held by them—for 25/- per annum, but was rejected on a poll by 43 votes to 19. The next extract practically records the end of this very interesting bit of history :

15TH AUGUST, 1867.—The Chairman [Rev. T. G. P. Hough] then stated that in consequence of what took place at a Vestry held February 21st 1867 [when consideration of the matter was put off] after "a communication from the Kingston Board of Guardians as to the rent of the parish lands occupied by Lord Dysart" he the Chairman in company with Messrs Rhodes and Willing and Hall had had an interview with the Hon. Algernon Tollemache, with the hope of coming to some satisfactory arrangement in relation to the lands in question and that Mr. Tollemache had requested him to lay the following proposal before the Vestry for their consideration, viz. That he the Hon. Algernon Tollemache agrees for Lord Dysart to purchase for the sum of one thousand pounds (£1000) the following portions of parish land at present rented by Lord Dysart, that is to say—Particulars follow of six separate pieces of ground altogether amounting to 92. 3r. 8p and including the Poor's Acre!—Mr. Crafer proposed and Mr. Willing seconded that the proposal of the Hon. Algernon Tollemache be accepted and the necessary steps be at once taken to effect the sale—Carried unanimously.

The intervention of the Board of Guardians was due to their being, when sales were thought necessary or desirable, the legal vendors under the Union and Parish Property Act of 1835. At another meeting held 20th December, it was reported that the Guardians had declined to accept Tollemache's offer and had passed a resolution in which it was stated that the property should be disposed of "by public auction or by tender." On 24th January, 1868, however, after urgent representations by the Vestry, the Guardians agreed to the sale and the money was invested for the relief of the poor rate. The Robin Hood property also gave rise to much dispute and the issue was no less satisfactory to the villagers. The Robin Hood is the famous hostelry in Kingston Vale, on the main road from Kingston-on-Thames to Wimbledon and Putney, and originally, with contiguous

land, belonged to the parish. The overseers' accounts from the earliest times show that revenue was received from the property and devoted to parochial purposes. At first the rent was £18 per year, but afterwards it was raised to £28. In 1777 the tenant enclosed a part of the land he was not entitled to and the fifth earl "as lessor under the Crown of the said Manor having thought proper as Lord of the said Manor or as an owner of lands within this hamlet to oppose such enclosure and direct the same to be pulled down" the Vestry objected to his interference as an encroachment on its own rights. The outcome of the squabble was that at a meeting on 3rd of April a compromise was effected, the land being advanced to the Vestry as copyhold and vested in trustees for the benefit of the parish. In 1859 the Charity Commissioners intervened. They declared the property was intended to benefit the poor, that therefore the proceeds were wrongly applied in being administered for the relief of the poor rate and that a trust under the Commissioners should be nominated. Sir George Jessel's opinion was taken on behalf of the Vestry and found to be quite in its favour; and four years later, for additional satisfaction, Mr. James Bell, of Kingston-on-Thames, drew up a case for the consideration of Mr. Dickins. He cites the indenture of Charles the First as originating the villagers' claims and says the Dysarts "insist on their rights over the unallotted commons as if the deed had never been executed by the Crown." He then suggests as a pertinent point: "Supposing the deed between Charles 1st and the commoners void, I suppose the parish of Ham would not be entitled to resume the 48^{1/3} acres in Richmond Park? Possession by the Crown would bar them. Supposing it to be good and to bind the king and future lords of the manor surely that stands to reason that the present lord cannot exercise any acts of lordship over the waste lands as he now claims to do?" The opinion of counsel as to the Robin Hood was: "I think the Deed of 22nd December, 11 Charles I. cannot be held to have released or extinguished the rights of the Lord in the waste of the manor. If it had that effect as to any of the waste it had it as to all and it seems clear from the entries in the parish minute book and no doubt the court rolls would show this still more clearly that as to the greater part of the waste the Lord has exercised the usual seigniorial rights notwithstanding that deed. I think however that without

relying on that deed the parish have a good title as against the Lord to Robin Hood. For more than 200 years persons describing themselves as freeholders and copyholders of inheritance and tenants for lives or years of lands &c. within the hamlet, sometimes in conjunction with and sometimes without the overseers have assumed the ownership of this property, have demised it and enjoyed the profits without interruption. I think no claim can be substantiated against this possession." He adds, respecting the other property—all the parish waste lands in fact—"I think that the legal estate in the other property is also in the overseers." This very properly decided the Vestry to take immediate action, the Charity Commissioners apparently withdrawing from the contest. It applied for the rent of the Robin Hood, payment of which had been stopped when the question of ownership was raised and the status of the overseers was admitted by the tenant. It also demanded and obtained £50 from the Chelsea Waterworks Company for an easement in respect of their pipes across certain land in the same locality. Subsequently the whole of the property was sold to the Duke of Cambridge and others for about £7000 and the money applied in relief of the poor rate. Denton's waste was another piece of ground which the Dysarts tried to seize, and the story of which is told in the next chapter. Still another plot, comprising over two acres, was the Ladder Stile land and it is to this apparently that reference is made at a meeting on 12th May, 1817, at which the Dysart agent was ordered to attend to explain the nature of the claims of the lord to property on Kingston Hill. There were gravel pits there which the Vestry let out, devoting the rent to parochial uses. In 1854 it was decided to try to lease the land for ninety-nine years for building and the Dysarts were called on to "confirm the title of the parish to the land." Dickins's opinion respecting the legal estate also applied to this ground, but again the aggression was compromised, the land, as in the case of the Robin Hood, being made copyhold in 1867 and vested in trustees for the benefit of the parish, the enfranchisement fee to be £100, "such money to be devoted for school purposes for the benefit of the poor of Ham." Other instances of Dysart interference with the rights of the villagers, particularly in reference to the Common, are set forth in the proper place.

It is perhaps worth while recording here a notable transaction concerning the waste lands of Petersham in which the Dysarts played a prominent part. These lands are also protected by Charles the First's Deed and any interference with them would be of the nature of an interference with the common grounds of Ham. The historic Star and Garter on Richmond Hill is in Petersham and abuts on this parish property. A very considerable time ago, when the question of enlargement was being considered, the consequent extension of the site was also debated. Without consulting the Vestry the Dysarts sold some of the waste to the hotel owners for £1500 and pocketed the money. Several years later the deal was discovered and overhauled and the Dysarts had to pay the amount over to the parish with interest to date and the greater part of it was eventually utilised for meeting the cost of local drainage.

CHAPTER III.

BED-ROCK EVIDENCE.

THE series of extracts from the Vestry Books which follows constitutes the bed-rock on which the case for the villagers rests. The general trend of the evidence argues that in the last century, and a great part of the present, the Common must have been dealt with like the rest of the waste lands. It was administered in conjunction with them, and regulations and occurrences connected with the one appear to equally apply and belong to the other. The principle of collective superintendence is preserved throughout and this fact considerably strengthens the case of the inhabitants. The extracts are confined as far as possible to the Common as we know it to-day and though some of the items may be intrinsically of small value and only of passing contemporary interest, their bearing on the vital issue at stake makes them for the moment a valuable part of the aggregate proof which shows so overwhelmingly that it is the Vestry which has all along controlled the Common. No distinction is ever made between freeholders, leaseholders, copyholders and inhabitants in the enjoyment of commonal privileges—simple residence was clearly regarded as ample qualification. Of course it would have been a miracle, with all the pressure the Dysarts put on the community, if now and again entries nominally favourable to the claims of the estate had not crept in. These are all reproduced for what they are worth, though their very rarity only emphasises the more strongly the superior position of the villagers. The hiatus represented by the missing volume 1825 to 1840—is much to be regretted. Many important events took place in that time, amongst them the building in 1832 of the parish church of St. Andrew, which is erected actually on the Common. Its location there must have been a matter of no little excitement and debate, and the official accounts of the whole enterprise would be entertaining reading.

1729—JULY 18TH.

At a meeting of the inhabitants of Ham and Hatch this 18th day of July 1729 it is agreed that the soldier that now sells brandy or liquors at the bottom of Combe Park Hill being on the Common belonging to this hamlet and having there built a hutt or shed be removed from thence and that the overseers Mr. Henry Dessey and Mr. Thomas Shove do indeavoer to remove him and any other belonging to him either by the sessions or otherwise by law as they shall be advised and that the said overseers also prevent him or any belonging to him from cutting fuzzi or anything off of the said Common and the money they expend shall be repaid them or either of them out of the next poore's rate that shall be raised in this hamlet

1730—DECEMBER 16TH.

Whereas the most noble lord John Duke of Argyle and Greenwich by his agent James Cockburn, gentleman, has prop sed to us the inhabitants of Ham and Hatch in the parish of Kingston-on-Thames in the county of Surrey at a Vestry or meeting this sixteenth day of December, 1730 to purchase the inheritance of that nook or part of our Common called Raven Court Corner containing three acres be the same more or less as it is now staked out and measured and has proposed to give and pay to us or to such person wee shall appoint to receive the same the sume of two hundred pounds for the use of the poor of this hamlet which is much more than the rale value, and whereas wee the said inhabitants considering the daley increase of the poor of our said hamlet do agree and consent to accept the same and in consideration thereof do for ourselves severally and for our several heires agree that he the said duke shall take and indeavoe the said piece of field or Common and hold the same against us and our heires for ever And wee do agree that William Genew Esq. James Rawson Esq. and William Brocket, Esq receive the said sume of two hundred pounds from his grace the Duke of Argyle and Greenwich and wee do hereby nominate them as trustees to put out the money to interest and the interest that shall come due from time to time to pay to the overseers or their successors for the use of the poor of this hamlet the money to be taken from interest at any time when the inhabitants in a Vestry or meeting shall think fit to purchase land or tenements.

The Argyles lived at Sudbrook Park and it is to this family that the soldier and statesman, rendered immortal by Scott in "The Heart of Midlothian," belongs.

1735—MAY 5TH.

At a Vestry this day it is agreed that the present overseers of the poor take persons with them to give notice to the person or persons now inhabitating in the hutt erected or built near the road leading from Kingston to Wandsworth and after such notice given to take such measures as they shall be advised to remove the said persons and in pulling down the said hutt and the money expended in so doing shall be repaid them out of the first rate that shall be granted for the poor of this hamlet

A "true copy of the notice given at the hutt at Mr. Nichs. Try this 6th day of May 1735 in the presence of us, Thomas Baram, J Harward" is written in the minute book and contains the solitary reference to a Court Baron meeting at Ham to be found in the whole of the parochial archives. Even as the reference stands the Court may have been that of Richmond held at Ham merely to suit local convenience. The notice is in these terms and is subscribed by Try: "John Goose take notice that att the Court Baron held the 30th day of April 1735 in the hamlet of Ham in the parish of Kingston-upon-Thames in the county of Surrey you was then presented for inhabiting, building or causing to be inhabited or built this hutt or building and that you are to pay from the said 30th day of April, after the rate of five pounds a month to the Lord of the said Manor for so long as you or any belonging to you continues to hold the said hutt or building."

Tiss agreed that the overseers of the poor go to counsel to gitt his opinion wheather geese may be kept on Ham Common and the expenses to be allowed them out of the poore rate

1735—NOVEMBER 17TH.

At a meeting of the inhabitants of Ham and Hatch this 17th day of November 1735 I John Goose came befor them and agreed to pull down the hut which I formerly bought which is erected on the road leading from Kingston to Wandsworth and one the the Common belonging to the said hamlet which said hut I promised to pull down within the space of ten days or forfit and pay Nichs. Try and Thos. Baram the present overseers of the said hamlet the sume of five pounds Witness my hand this day and year above written.

THE MARK X OF JOHN GOOSE.

Agreed this 17th day of November 1735 att a Vestry that all expenses of what nature soever shall be allowed and paid the overseers of the poor Mr. Thos. Baram and Mr. Nichs. Try that they shall be at or have been att relating to the keeping of geese on this Common

1737—APRIL 13TH.

At a Vestry or meeting of us the inhabitants of Ham and Hatch this thirteenth day of April 1737 it is agreed that the pound-keeper, William Adams, pound all sheep that shall at any time be found on our Common and if any trouble or expense shall happen to him for so doing wee do hereby promise to indemnifie him and pay all charges and expences he may at any time be at for so doing Witness our hands

1738—JUNE 2ND.

Wee the inhabitants of Ham and Hatch in the parish of Kingston-upon-Thames in the County of Surrey do agree that a rate of sixpence in the pound be made and that the overseers of the poor, Mr. Nichs. Try and

Stephen Harward do goe to Weston Green to the persons that has taken gravel from off our Common on the Combe Park Hill and do forbide them or any others from taken any more from thence and to oblige them to make satisfaction for the gravel they have taken which if they make not then to take such redeme by law as they may be advised to by council. Their expences shall be paid them out of this above rate and any other that shall be raised in this hamlet.

These instructions of the Vestry were carried out and the overseers' accounts for 1738-9 show that the expenses amounted to 6/11 $\frac{1}{2}$.

1742—APRIL 5TH.

Wee the inhabitants of Ham and Hatch in the parish of Kingston-upon-Thames in the county of Surrey do agree that whereas turf is now cutting in the Common belonging to this hamlet by the order of ye Earl of Dysart and wee do agree that ye said turf be cutt to peaces or laid down or otherways taken away and wee doe agree to stand by such person or persons that shall demolish or cutt ye same and wee doe hereby promise to indemnify such person or persons and that ye charges they are att shall be paid by us the inhabitants.

1750—FEBRUARY 25TH.

Wee the inhabitants of the hamlets of Ham and Hatch in the par'sh of Kingston-upon-Thames in the county of Surrey whose names are underwritten at a Vestry this 25th day of February 1750 doe agree that the turfs which are cutt this day on Ham and Hatch Commons and which shall be cutt for the future by the order of Robert Ord Esq. of Petersham in the county of Surrey shall not be carried off the said Commons.

1752-3—OVERSEERS' ACCOUNTS.

October 20th Paid for cleaning Latchmere ditch £2 2s.

1756—NOVEMBER 22ND.

Wee the inhabitants of the hamlet of Ham and Hatch in the parish of Kingston-upon-Thames in the county of Surrey whose names are underwritten being assembled at a Vestry this 22nd of November 1756 together with Mr. Richard Tolleman on behalf of the Rt. Honble. Earl of Dysart do give leave to Charles Desborough Esqre. to cutt six hundreds of turfs off of Ham Common in the Mannor of the said Rt. Honble Earl of Dysart.

Talleman was Lord Dysart's agent and signed this minute.

1758—SEPTEMBER 27TH.

Wee the inhabitants of the hamlets of Ham and Hatch in the parish of Kingston-upon-Thames in the county of Surrey at a Vestry this 27th day of September 1758 do agree to prosecute any person that shall attempt or actually cutt any turf off this Common either in the manor of Ham or Hatch without first giving notice properly to the inhabitants of the said hamlets to assemble in Vestry and then and there to ask leave and defray

the expenses of the said Vestry, for cutting ~~any~~ turf so granted, and it is farther agreed at this Vestry that we impower any inhabitant paying to this church and poor to stop any person who shall proceed contrary to this order of Vestry.

Tallemach was also present at this meeting and signed the minute book, but does not seem to have cared to insist on the perpetuation of the policy shadowed forth in the subtly worded minute of two years before.

1759-60—OVERSEERS' ACCOUNTS.

NOVEMBER 2—For sinking the soure att the lorr end of the Comon 10

1762—NOVEMBER 19TH.

We the overseers of the poor, constable and headborough of and for the hamlet of Ham and Hatch in the parish of Kingston-upon-Thames in the county of Surrey together with other the inhabitants of the said hamlet at a Vestry this day held and regularly called at Decimus Hayward's at the house called or known by the sign of the Feathers in the said hamlet whose names are hereunder written to hereby unanimously agree and order that no person or persons for the future shall on any account keep or suffer to be kept any geese on the Common called Ham Common within the said hamlet they being adjudged by us to be very prejudicall not only to the herbage of the said Common but to the water also and we do hereby further agree that notice shall be given immediately of this our order and resolution to all persons belonging to the said hamlet who keep geese that they dispose of them between the day of the date hereof and Christmas Day next, or keep them off the said Common and if in case any person or persons shall after that time presume to keep geese upon the said Common contrary to this our order of Vestry shall be prosecute as the law direct and we do hereby empower the overseers, constable and headborough of the said hamlet for the time being or either of them or any other person belonging to the said hamlet to prosecute the offender or offenders if any in the name and at the expence of the said hamlet and for there so doing this our order shall be a sufficient authority. Given under our hands this 19th day of November 1762.

1768—OCTOBER 26TH.

At a Vestry held at the New Inn in the hamlets of Ham and Hatch in the parish of Kingston-upon-Thames in the County of Surrey this 26 day of October 1768 it is unanimously agreed that a grant be given to Sir James Cockburne to take six loads of loom from the Common of the said hamlets upon his paying a consideration for the same also it is farther agreed by gentlemen, freeholders and tenants of the said hamlets that from this time no person what's ever shall be admitted to take or carry from the said hamlets any more loom or turf &c. from the said Common of the said hamlets.

The overseers' accounts show that Sir James paid 1/- per load.

1771—SEPTEMBER 30TH.

At this Vestry was taken into consideration the right of Comon as well of the wastes as the Comon Field Lands belonging to this hamlett when from the best inquiry and from observation and information received from ancient persons and from tradition the right appears as follows:

First.—That persons not residing within the hamlet nor having any homestall therein for foddering cattle in the winter have no right to comon in the said wastes or Comon Fields.

2ndly.—That sheep by custom are not comonable cattle and that when sheep have been found in the Comon or Comon Fields they have been distrained and the right of distress recognized by some pecuniary satisfaction.

3rdly.—That the period for turning cattle into the Comon Fields is when only one man's crop is remaining.

4thly.—That the turning geese into the said Comon having been found highly detrimental to the herbage that right (if it ever existed) has been by general consent extinguished and abolished.

And whereas it appears to this Vestry that Thomas Reynolds and William Hevens of Kingston, millers or mealmen, have got into their hands a large quantity of land lying within this hamlett and other persons are trying to engross the farms lying within the said hamlett to the expulsion of former occupiers who reside within the said hamlett to the great oppression of the inhabitants and others by enhancing the price of grain and hay and other necessaries and conveniences of life. And whereas it also appears that the said Reynolds and Hevens have within these few days in violation of the said exclusive ancient custom depastured upwards of two hundred sheep and lambs upon the said Comon Field Lands part of which sheep and lambs were distrained as has been always done on like occasions and impounded which said sheep and lambs have been since replevied and a sumous served upon Elliott Bishop Esq. and John Tibbles, maltster, two of the said inhabitants, now in order to support the rights of the said hamlett we do agree to co-operate with the said Elliott Bishop and John Tibbles in defence of the rights of the said hamlett and to contribute towards the necessary expenses attending the defence of such replevin and do hereby empower them to take such steps and to proceed in such manner as they shall be advised in making such defence.

At this Vestry it was also agreed that Mr. Thomas Try and Mr. William Adams and such other person or persons as they shall take to their assistance be empowered to drive the cattle upon the Comon and Comon Fields of this hamlett and in case any cattle shall be found trespassing therein belonging to persons not entitled to comon there that such cattle be impounded and it is agreed that such persons acting under this order be indemnified at the expence of the hamlett for what they shall do therein and be paid for their trouble.

1770-71—OVERSEERS' ACCOUNTS.

Nov. 29—Mr. Kinsley for loam dugg at Watch Hill 3 6

1772—JANUARY 29TH.

Whereas a complaint was made at a Vestry held here the 22nd instant that some person not an inhabitant or landholder within this hamlett had

lately taken and carried away a quantity of loam from the Common belonging to this hamlet near Watch Hill on the south side of Richmond Park since which time it appears that the said loam hath been so digg'd by the order of one Mr. Kinsley and carried to a farm not within this hamlet and that the said Mr. Kinsley intended to take 300 loads of such loam for which he offered to give for the use of the poor of this hamlet the sum of two guineas together with the charges of the Vestry's and other expenses incurred on this occasion provided he might have liberty to take any quantity of such loam or earth not exceeding 300 loads Now on consideration of the matter at this Vestry the persons present whose names are hereunder subscribed are of opinion that the said offer is not a sufficient consideration for such a quantity of loam and further more that this affair appears to be attended with so many difficulties that the inhabitants cannot prudently consent thereto, therefore it is ordered that notice be forthwith given to the said Mr. Kinsley his servants or agents immediately to cease digging for such loam or earth and also that it is expected that the said Mr. Kinsley do forthwith pay the charges of this and the last Vestry together with all expenses incurred on this occasion and also fill up the hole already made and make good any damages sustained thereby or else that an action will forthwith be commenced against him.

There are no minutes recorded of the meeting of the 22nd.

1773—SEPTEMBER 6TH.

A motion having been made at this Vestry by Mr. Smith that an enclosure made by Colonel Morrison near his house and his keeping geese on the Common are encroachments on the said Common, resolved that notice be given to Colonel Morrison to remove the said encroachments.

Resolved that notice be likewise given to Isaac Morton and William Hardiman and all other persons who suffer their geese to run on the Common to remove the said nuisance.

1773—OCTOBER 25TH.

It was proposed that leave should be given to the Right Hon. Lady Greenwich on application now made by Mr. Wm. Lowris on her behalf to inclose a certain piece or parcel of ground part of Ham Common in front of the house belonging to the said Lady Greenwich in the occupation of the Hon. Mrs. Deborah Chetwynd adjoining to the garden or yard belonging to Mr. Robert Paddon's house containing from east to west fifty-one foot and from north to south at the east end twenty-seven foot upon the condition of the said Lady Greenwich at her own expense making good the road and a proper path with posts to guard the same the length of her premises and paying to the overseers of the poor for the time being the sum of two guineas to be applied for the use of the poor of the said hamlet. Whose names are hereunto subscribed being freeholders copyholders leaseholders or inhabitants of the said hamlet of Ham and Hatch do hereby testify our consent to the before mentioned proposal and that the same may immediately be carried into execution.

It was likewise agreed at this Vestry that Sir James Cockburne of Petersham be at liberty to digg and take away six loads of loom from Ham Common to pay six pence per load to the overseers of the poor for the use of the hamlet

1773—DECEMBER 27TH.

Resolved that no hogs be suffered to remain or be put on the Common without being first ringed and that if any such be found thereon that the same be impounded or an action brought against the owner or owners at the expense of the hamlet.

1774—APRIL 4TH.

William Master, Esq. also agreed to take the acre of land in Ham Common fields belonging to this hamlet now in the occupation of the Widow Cope at the annual rent of two guineas from the time Mrs. Cope shall quit the same and Mr. Master shall be put in possession thereof.

1774—NOVEMBER 29TH.

The two large trees growing on Ham Common opposite Mr. Denton's house being put up for sale were purchased by William Master, Esq. for the sum of £5 to be paid to the overseers and the said trees to be cut down before Christmas Day next.

1775—APRIL 18TH.

Ordered that John Crank of Petersham Esq. have liberty to dig and carry eighty loads of gravel from Ham Common.

Ordered that Sir James Cockburne of Petersham, Bart., have liberty to dig and carry ten loads of loam from Ham Common.

Ordered that Mr. Davis of Petersham have liberty to carry six loads of the screening of the gravel dug on Ham Common.

1775—JUNE 12TH.

It appearing to this Vestry that the major part of the freeholders and copyholders of estates lying within this hamlet have consented and agreed to demise to John Denton, carpenter, an inhabitant and parishioner in the said hamlet all that piece or parcel of waste ground part of Ham Common containing in length from north to south seventy foot or thereabouts and from east to west thirty-two foot or thereabouts abutting south upon a garden belonging to Stephen Long, gardener, in the occupation of Hazard Romnatt, east upon the footway leading to Kingston, west upon the highway leading to Kingston aforesaid and north upon Ham Common aforesaid for a term of ninety-nine years at the yearly rent of ten shillings to be paid and applied for the benefit of the poor of the said hamlet being the full annual value therefore

This was the property on which was built Chestnut Cottage, recently transformed into The Rosary and respecting which there was so much dispute a century later.

1776—APRIL 8TH.

Ordered that Mr. John Denton be empowered by the authority of this Vestry to abate the nuisance lately erected on the southside of Ham Common by Stephen Long or his order and all costs and expenses occasioned thereby or by the defence of any action brought in consequence thereof be defrayed out of the subsequent rates raised in this hamlet and that the said John Denton be indemnified.

1776—SEPTEMBER 7TH.

Agreed that the Rt Hon Lord Harrington be at liberty to digg and take away ten loads of loom from Ham Common he paying one shilling per load to the overseers of the poor for the use of the hamlet.

1779—SEPTEMBER 25TH.

Whereas the Commons, wastes and common fields of the said hamlet have lately been greatly overstocked and diverse persons who have no right at all to turn cattle thereon have turned cattle thereon we therefore whose names are hereunder written do hereby unanimously agree and order that the customs of the said manor so far as they relate to the said Commons, wastes and fields be strictly put in execution and forthwith duly observed and we do also agree and resolve that any person or persons that shall and we do also agree and resolve that any person or persons that shall hereafter break or infringe the said customs be forthwith prosecuted or such measures taken against him or them as shall be thought advisable at the expense of the hamlet.

1791—NOVEMBER 12TH.

Ordered—It is the opinion of this meeting that a plan and survey be taken of the boundaries of the hamlets of Ham and Hatch by Mr. Wm. Walker, surveyor, dwelling at Hampton Wick and that the rights of the inhabitants in the Common and elsewhere be annexed.

1792—JANUARY 23RD.

Mr. Clinch of Petersham having applied to this meeting for leave to take two loads of gravel from Ham Common it is the opinion of this meeting that Mr. Clinch be permitted to take the same paying to Mr. Gooch the overseer after the rate of one shilling each task.

1792—MARCH 5TH.

A motion having been made by Gen. Cowper, overseer, and seconded, that an inclosure having been made by Mr. Richard Bolton that is an encroachment on Ham Common is unanimously agreed that notice be given to Mr. Bolton to remove the said encroachment.

Gen. Cowper applied to this meeting for leave to take two hundred turves at the most from off the Commons which application was granted.

It is resolved at this meeting that the illegal meeting held on Ham Common of late years and termed a fair shall no longer be permitted and that the hamlets will before the month of May next take all legal methods to suppress the same.

1792—MARCH 22ND.

Mr. Granville Penn of Petersham desiring leave to take six loads of gravel from Ham Common or Gallows Hill it is the opinion of this meeting that he be allowed to take the same paying the customary acknowledgment to the benefit of the poor of these hamlets viz one shilling for each double load.

1791-92—OVERSEERS' ACCOUNTS.

January 15th. By gravel taken from Gallows Hill by Mr. Paine £0 2 0: Mr. Alder £0 14 0: Mr. Blizard £2 3 0—£2 19 0.

1792—APRIL 28TH.

It is agreed that the turfs which were allowed to be taken by order of the Vestry of the 5th of March last by Gen. Cowper for his own use having been destroyed when cut by some malicious persons that Gen. Cowper be allowed to take the amount of those destroyed viz one hundred and thirty to replace the same.

1792—APRIL 16TH.

It is agreed at this meeting that Mr. Hobart be allowed to take a few turves from the Common for his use.

1792—MAY 7TH.

At this meeting a clause in an Act of Parliament passed in the 13th year of his present Majesty's reign, chap. 42, intituled "An Act for amending, lighting, and watching the highways or roads within the town, village or chapelry of Petersham in the County of Surrey" was read whereby it is enacted that it should be lawful for the trustees therein named or any five or more of them or for such persons or persons as should be appointed or employed by them to cut, dig and carry away any furze, heath, gravel, sard or other materials out of and from any waste grounds or commons within the said town, etc. or in any neighbouring parish, town or place without paying anything for the same the said trustees or other persons filling up the pits and levelling the ground from whence such materials should be taken or railing or fencing off such pits so that the same might not be dangerous to passengers or cattle. It appearing to this Vestry that the said trustees or other persons by them appointed have from time to time since the passing of the said Act dug large quantities of gravel or sand out of and from the Commons or waste lands of these hamlets for the use of the town of Petersham and have not filled up the pits and levelled the ground from whence such materials have been taken or railed or fenced off such pits whereby it is not only become dangerous to passengers and cattle but destructive to the herbage of the said Commons and an annoyance to the inhabitants living near those pits, it is ordered that the overseers of these hamlets do require of the said trustees or their agent to fill up the pits and level the ground from whence such gravel and sard have been dug on the Commons of the said hamlets in order to prevent the present danger to passengers and to cattle and to encourage as much as may be a new herbage, and the spot where the pits are made and to remove the annoyances complained of by the inhabitants living near the same and that the overseers do report to the next Vestry the answer or determination of the said trustees relative to the present complaint.

The Petersham Highway Act was passed in 1772 during the reign of George the Third and created the Highway Trustees, an authority which continued in force till 1892, when the parish was absorbed by the Borough of Richmond. The first trustees included Sir James Cockburn, Mr. John Crank, Mr. Joseph Davis, Mr. Stephen Long and Mr. William Newark, whose names occur in some of the con-

temporaneous entries given in this chapter. The full text of the section referred to in the minute book is as appended: "And be it further enacted That it shall and may be lawful for the said Trustees or any five or more of them and for such person or persons as shall be appointed or employed by them to cut dig gather take and carry away any furze, heath, stones, chalk, flint gravel sand or other materials proper for the repairing of the said roads out of and from any waste grounds or commons rivers or brooks within the said town village or chapelry or in any neighbouring parish, town or place without paying anything for the save; the said Trustees or other persons filling up the pits and levelling the ground from whence such materials shall be taken or railing or fencing off such pits so that the same may not be dangerous to passengers or cattle; and also that it shall and may be lawful for the said Trustees or any five or more of them or such person or persons to be appointed as aforesaid to dig, gather take and carry away any such materials as aforesaid in, upon or out of from and over the lands of any person or persons not being a yard, garden, park, paddock, planted walk or avenue to any house or any enclosed grounds planted and set apart as a nursery for trees paying or tendering payment of such rates for such materials and for the damage done to the owners or occupiers of such lands and grounds where and from whence the same shall be digged drawn gathered, taken and carried away or over which the same or any other materials gotten in the waste ground, common, river or brook or private grounds shall be conveyed as the said Trustees or any five or more of them shall adjudge reasonable."

1792—JUNE 4TH.

The overseers reported to the Vestry that they had waited on Mr Cranke, one of the trustees of the Petersham Act with a copy of the order made relative to the pits made on the Commons by the Trustees or their agent in digging gravel there and leaving the same in a dangerous situation both as to passengers and cattle, when Mr Cranke was pleased to say he would lay the order before the acting trustees at their next meeting and return their answer to the overseers to be taken into consideration at a future Vestry.

It is the opinion of this meeting upon an application made by the Rt. Hon. Lady Archer by the overseers for leave to enclose a portion of the Common in front of her house that it is too great a quantity of land to be taken from the use of the inhabitants and cannot be granted.

Mr Chapman and Mr Newark of Petersham attended this meeting on the part of the said parish to answer to the requisition made by the overseers of these hamlets for the inclosing such gravel pits as they under authority of an Act of Parliament have opened for repair of the Petersham roads, to say the parish of Petersham will be ready to do such things therein as shall be settled between the overseers of both places.

1792—JUNE 19TH.

It is the opinion of this meeting that all legal means be used to prevent the illegal horse race annually had in the month of August on Ham Common, that a circular printed letter be sent to all the neighbouring gentry and others to represent the great mischief arising to this neighbourhood and the adjacent parts therefrom and to desire they would not give encouragement to it by their subscriptions to the plate which being under £50 is declared by several Acts of Parliament to be illegal and that the extracts from all the Acts of Parliament declaring the penalties to be inflicted on such meetings and the encouragers thereof be printed and distributed in handbills to the public-houses and others that no person may pretend ignorance of the same.

1792—SEPTEMBER 22ND.

The Lord of the Manor of Ham having lately granted the soil of a piece of waste on Ham Common containing about thirty-two feet in length and about twenty-eight feet in width to Edmund James, and the said Edmund James having petitioned the inhabitants of these hamlets for the herbage of the same and it appearing by the names to the said petition affixed to be the sense of the hamlets the same should be granted, it is agreed at this meeting that the said Edmund James may peaceably hold and enjoy the said piece of waste for the remainder of the term of ninety-nine years which he has in the adjoining premises paying to the overseers the sum of one shilling yearly for the use of the poor.

It is agreed that Richard Bolton who hath petitioned also for a piece of the waste on Ham Common of a small dimension be permitted to hold and enjoy the herbage thereof with the soil he paying six pence yearly for the same.

1792—OVERSEERS' ACCOUNTS.

By gravel money—of Mr. Alder £1 4s; Mr. Andrews £0 6s; Mr. Paine £0 2s; Mrs. Raymond £0 2s.—£1 14s.

1793—JUNE 4TH.

It having been represented to this meeting that Francis Seale, Esq., of Kingston does turn in on Ham Common seven cows and heifers to graze thereon and it being the opinion of this meeting that he has no right so to do, it has instructed the overseers of the poor to acquaint Mr. Seale with this opinion and it is also their opinion that if Mr. Seale on this notice given him by the overseers does not withdraw his cattle they shall be impounded.

1793-4—OVERSEERS' ACCOUNTS.

By Gravel Money—of Mr. Pain £0 8 0; of Mr. Taylor £0 1 0; Mr. Blizzard £6 1 0; Mr. Alder £1 10 0; Mr. Winch £0 7 0; Mr. Gourpeaz £1 12 0.—£9 19 0.
Of Sir Thomas Kent, gravel money 18

1794—NOVEMBER 3RD.

It is the opinion of this meeting that Lady Juliana Penn be allowed to take from off the Common one hundred turves, sowing the spot from whence it is taken with grass seed afterwards and taking it from under the Park wall

1798—OVERSEERS' ACCOUNTS.

May 12.—Mr. Thomas Tallemach for gravel £1 16.

1800—OCTOBER 6TH.

The Herdsman is directed to make a return to the Vestry on Monday 20th inst of the several cattle now turned out by the respective inhabitants of this hamlet.

1800—OCTOBER 20TH.

The Herdsman lays before the Vestry a list of the several cattle turned on the Common.

1801—APRIL 13TH.

Complaint having been made that an inclosure has been made in the Common Fields by Mr. Hairs and the same being represented to him he declared that he had made no such inclosure.

1802—APRIL 19TH.

Complaint was made by William Snelling, Driver of the Common, that hogs were let out without being ring'd, ordered that the former order of the Vestry relating thereto be enforced. Item that persons having no right have turn'd out cattle upon the said Common, recommended that the said Driver should lodge an information against such offenders. It is also recommended to the Driver of the Common to give notice of any persons who may be detected taking off or damaging the herbage of the same

1803—MAY 16TH.

At this Vestry leave was given to Mr. Edmund James a tenant of this Manor and one of the Surveyors of the Highways of this hamlet to remove at his own expence a small decayed cottage belonging to the hamlet (which appears not only to be an annoyance to the neighbourhood but an obstruction to the high road leading into Ham Street) to a more eligible part of the waste as shall be approved by the Right Honorable Earl of Dysart, Lord of the Manor of Ham

Also at this Vestry the said Mr. James hath our consent as far as we lawfully may or can to remove the pound adjoining the said cottage to some more convenient spot within the said manor as shall be approved by

the noble lord whereby a strait and commodious road may be made from Ham Common to Ham Street to the great convenience of the inhabitants living in that neighbourhood.

These minutes are entered in James's handwriting and are signed by eight persons. James became clerk of the Vestry in 1804 and filled the office for two years and apparently did well for himself and his descendants whilst occupying the post.

1804—MAY 31ST.

At this Vestry Mr. James produced a letter from Messrs. Strong and Still, stewards of Her Majesty the Queen's Manor on the subject of the presentment at the Court Leet on account of his having removed the pound from the place in which it stood to another part of the Common. Agreed that Mr. James obtained the consent of the inhabitants at a Vestry held 16th May 1803 to apply to the said stewards of Her Majesty's permission so to do. Resolved that this removal appears to us to be a great improvement in respect of the neighbourhood and particularly of the new built houses and others near adjoining and that it further appears to us to be more advantageous and proper inasmuch as the pound was fixed before at the entrance of a lane leading to no place but the waterside and out of view of passengers. Resolved that it appears to us for the foregoing reason that it would be much more conveniently and usefully placed on the Common near the high road leading from Peershaw to Kingston. Resolved that these resolutions be transmitted to Messrs. Strong and Still for the purpose of interceding with Her Majesty for her permission to remove the same to any part of the Common which may be pointed out so as not to infringe upon Her Majesty's rights.

Queen Caroline seems to have been satisfied with these presentments as no other entries occur respecting the pound which was actually situated up till about 1862 at the south end of the Common, partly on the high road leading to Kingston-on-Thames, when it was removed to near Ormley Lodge, on the north side at the initiation and expense of the Local Board. Shortly afterwards it was shifted to its present position, half way up Ham Street, by the Lord of the Manor.

It is reported to this Vestry that several pigs the property of John Smith have lately grubbed and damaged the herbage on Ham Common. Ordered that notice be given to Mr. Smith to make good the damages done thereby and that Messrs. Dixon and Hairs be requested to ascertain the value of such injury done.

It is requested by this Vestry that the overseers do wait on the Earl of Dysart Lord of the Manor praying leave to inspect the Court Rolls and be made acquainted with the custom of the Manor as to the power of the tenants or inhabitants to turn out horses or other cattle and to what number and that the property of the gravel be stated to his lordship at the same time.

It is requested that the constable and Herdsman do prevent as much as in them lies from horses being trained or exercised on Ham Common particularly in wet weather to the great injury of the herbage there and that they do prosecute or impound horses so trespassing and that a copy of this resolution be sent to each individual keeping horses in the hamlet and that a printed board to this effect be placed up in conspicuous parts of the hamlet.

1805—AUGUST 5TH.

Mr. Taylor on behalf of the Rt. Honble. the Earl of Courtown produced a plan for enclosing a part of the Common opposite his dwelling house containing in length 275 feet and in depth 45 feet (little more or less). The sense of the gentlemen was taken on this application when the question being put it was unanimously rejected.

1806—AUGUST 4TH.

Complaints having been made at this Vestry that several horses have been impounded by Mr. Adam Morton for being found in his field which is owing as the complainants allege to the insufficiency of his fence and the fence of Mr. Ansley, resolved that Mr. Joseph Sear the Herdsman do immediately give notice to Mr. Adam Morton, Mrs. Ansley and all other persons who have fences on or near Ham Common that they are required to keep the same in proper and substantial repair.

1807—DECEMBER 7TH.

Mr. Wright having requested permission of the inhabitants to make a small enclosure comprehending eleven yards as shown in a plan presented to the same Vestry during the period of his lease and for which he is ready to make an acknowledgement of 5 shillings per year the under-mentioned inhabitants etc. then present agree to the same and signify their assent by putting their signatures.

1809—MAY 8TH.

Resolved that we shall support our own nomination and as Mr Snelling was unanimously nominated Howard of the Common the overseers are directed to consider him as such and to disburse the parish [money] to no other person presuming to act in that capacity without their authority, that Mr. Snelling be directed to acquaint the Vestry with any obstruction he may experience in the execution of his duty in order that legal steps may be taken should they find necessary, that a letter be written to Hale Strong, Esq., Steward of the Manor of Richmond, to apprise him of this transaction to enable him to admonish jurymen summon'd to his Court how they act such a part as they involve manorial rights and occasion disputes on such subjects.

1811—APRIL 3RD.

Ordered that various nuisances on the Common and highways of Ham be abated and that notice be given to all persons making dunghills or turning out hogs on the Common unring or stopping ancient drains, that they remove the said nuisances forthwith on pain of being indicted at the next Quarter Sessions if such annoyances are not abated or remov'd accordingly.

1811—JUNE 20TH.

Ordered that notice be given to Richard Wigby to remove a horse on the Common in a miserable condition which horse he appears to have the care of and has turn'd out without any authority whatever.

Ben Barnard, Esq. laid before this meeting a plan for taking in about one eighth of an acre of the Common immediately connecting with his house upon due satisfaction being made for the same. Ordered that the same be taken into consideration at the next meeting in Vestry

1815—NOVEMBER 30TH.

Ordered at this Vestry, the Herdsman, Tos Saires, drives the Common for the purpose of pounding the stray cattle.

1816—AUGUST 5TH.

It having been reported to the Vestry that an encroachment has been made on the Common round the house in the occupation of Mr. Barnes the Surveyor is desired to apply to him to remove the fence.

This was Thorley's house.

1816—SEPTEMBER 16TH.

Resolved that this Vestry considers the paling put up by Mr. Thorley is an encroachment and orders the same to be taken down and the fence placed in the same state as Mr. Thorley found it on entering the premises. It is also ordered that Mr. Payne do furnish Mr. Thorley with a copy of this resolution.

1817—MARCH 31ST.

Resolved that directions are hereby given to the said Herdsman [James Snelling] that special care be taken to prevent any cattle or horses from pasturing upon the Common belonging to persons not entitled to the said privilege, or pigs that are not properly rung.

Resolved that the thanks of the hamlet of Ham and Hatch be given to Benjamin Barnard, Esquire, late High Sheriff of the County of Surrey, for his public spirited exertions in having made at his own expense the footpath leading from Richmond to Kingston to the Ham Gate in Richmond Park and having employed a number of poor in executing the same. Resolved that in the records of the hamlet the same shall be called by the name of "Barnard's Footpath."

1817—MAY 12TH.

Resolved that the Herdsman be reminded of the resolution of the 31st March and be required to deliver to the Vestry to be held on the first Monday in June a written report of the number of cattle and horses turned out belonging to each individual, distinguishing in his statement of horses the color of each

1817—JUNL 2ND.

Resolved that the overseers be requested to make the necessary inquiries regarding the money arising from the sale of gravel on the grounds belonging to this hamlet and to impart the same to the next Vestry meeting.

1817—AUGUST 5TH.

It having been repeatedly represented to this Vestry that a certain chestnut mare with a foal has attacked and injured severall children, resolved that the said mare is considered unfit to be at large on the Common and that Mr. Boxall be authorized to give Mr. Jas Snelling an order to have her removed.

1817—SEPTEMBER 3RD.

Read a letter from Mr. Davies, Secretary to the Committee of the National School at Ham, stating that not being able to meet with a room adapted to the purposes of the school they were desirous of the concurrence of the Vestry to an application being made to the Lord of the Manor for his consent to a school room being erected on a spot of ground adjoining the two almshouses, containing about twenty-three feet by twelve and agreeably to a plan annexed to the said letter Resolved that a communication be made to Mr. Davies desiring he will express to the Committee of the National School the entire concurrence of the Vestry to the erection of a school on the spot proposed and to desire that he will transmit the above resolution to Lord Dysart requesting his consent to the same

1817—OCTOBER 28TH.

Resolved that a room be raised above the first floor of the almshouses for the purpose of a national school at the expence of the subscribers

These almshouses, originally constructed by the Vestry, were situated at the north-west corner of the Common, on the site of the present National Schools. The addition mentioned above was made and the apartment was used for the purpose intended till 1877 when the almshouses were pulled down and the present buildings erected. The Vestry, as will be observed by an entry later, then sold its rights in the site for the sum of 5s.

1818—JUNE 1ST.

That half a guinea be given to John Lathan for catching moles

1819—APRIL 21ST.

Resolved that the Common be drove by the Herdsman once every month and a report be made by him at the next Vestry if he apprehends there are any cattle on the Common not the property of the inhabitants.

1820—SEPTEMBER 30TH.

Complaint having been made of the injury done to the Common by pigs that are permitted to be turned out there, directions were given to the Herdsman to pound all pigs not being properly ringed.

1821—OCTOBER 16TH.

Complaints were made to the Vestry of the inattention of the Herdsman in permitting sheep and other (not allowed) cattle to pasture on the Common it was ordered that he be desired to attend the next Vestry to explain the same.

1821—NOVEMBER 10TH.

The Herdsman having in pursuance of the orders of last Vestry explained as a cause of sheep being turned on the Common that so long as an ass belonging to Mr. Nicholson was permitted to be turned out the practice would continue of turning sheep on the Common also, both of which were contrary to the usage of the said Common, Mr. Nicholson (being present) signified his intention of withdrawing his ass from the Common for the future of which the Herdsman was informed for his guidance in any future deviation of the rules of the Common.

1822—FEBRUARY 16TH.

It having been represented that an evil is experienced by the too frequent cutting of furze on the Common resolved that the Herdsman be instructed to inform the several inhabitants that no furze is to be cut during the space of 12 months from this time and to be extremely careful in not permitting it to be done.

It is further resolved that in consequence of the present high state of the land springs on the Common and the old gravel pits being in consequence thereof unaccessible that orders be given to the Surveyors of Highways not to permit any new ground to be broken for the purpose of procuring gravel

1822—JUNE 8TH.

Complaint having been made by Mr. Clark of the numbers of pigs and the nuisance thereby occasioned ordered that the Herdsman do give notice to the inhabitants to keep them within their premises.

It having been represented that there appears a vast quantity of various sorts of cattle upon the Common, ordered that the Herdsman do report at the next Vestry to whom they belong.

1822—JUNE 22ND.

The Herdsman having in pursuance of the order of last Vestry made his report of the number of cattle and the parties to whom they belong now pasturing on the Common ordered that he do prepare another list and on the day of the next Vestry and attend with it himself.

Complaint having been made of the number of pits opened for the purpose of digging gravel, ordered that the Act of Parliament relating to that subject be produced at the next Vestry.

1822—JULY 6TH.

The Herdsman delivered in his account of the cattle on the Common which appeared to be in number one hundred.

1823—MARCH 1ST.

Edward Cripps having for some [time] been in the habit of leaving his cart standing in front of his cottage rented of the Duke of Buccleugh the Herdsman is ordered to direct him to move it, the same being considered a nuisance.

Resolved that Mr. Warr be directed to purchase some mole traps to the extent of 5 - for the use of the Common.

1841—AUGUST 19TH.

In consequence of the number of sheep, geese, etc., being turn'd on the Common to the injury of the interests of the community in general, resolved that a general meeting be held on September the 2nd for the purpose of taking into consideration the best means to [put] a stop to this encroachment.

1841—SEPTEMBER 2ND.

Adverting to the injury done to the interests of the community in general by individuals turning sheep, geese, donkeys, etc., on the Common ad libitum, it appears to this meeting that the evils complained of require an immediate remedy and that for this purpose it is advisable that a committee be appointed to consider the best mode to be adopted to obtain that remedy. It was resolved unanimously resolved that Messrs Forbes, Morgan, Light, Barnett, Benfield, Hitching, Kinnard, Sawyer be a committee for this purpose.

1843—MAY 18TH.

The state of the Common having been brought to the notice of the Vestry by the Herdsman, resolved that a Vestry be called for as early as possible to take the subject into consideration and that the Steward of the Manor be requested to attend.

1843—JUNE 29TH.

The meeting having been also summoned to enquire into the rights of the pasture of the Common the subject was taken into consideration by the inhabitants assembled for that purpose and it appearing on reference to the rules of custom of the Manor † that persons turning out asses, geese and pigs upon the waste of the manor have no right to do so, resolved that the Herdsman be requested to inform all such persons that unless the asses and pigs be forthwith removed and the geese at Michaelmas he will be under the necessity ofounding them as well as all sheep now on the Common belonging to persons who have no right to have them there and also any other cattle beyond the number limited by the said rules of custom. The Lord of the Manor not having right to the herbage, all his tenants are not considered as entitled to that right.

1846—MARCH 19TH.

Reference having been made to the resolution of June 29 1843 in relation to the order of the Vestry to the Herdsman to have asses and other animals removed from the waste which the inhabitants have no right to turn upon it, resolved that the resolution of June 29 1843 be confirmed and that the Herdsman be required to enforce it immediately except the geese which are to remain till Michaelmas.

† Appendix II.

1846—APRIL 9TH.

Reference being made to the resolution of the last Vestry relating to the rights of common, it is resolved to appoint a committee consisting of the parish officers and Messrs. Long, Meredew, France, Barnet, Turner (Robin Hood) to take the subject into consideration and prepare a report to be submitted to a general meeting of the inhabitants to be summoned for the purpose.

1846—OCTOBER 30TH.

At a general meeting of the freeholders, copyholders and inhabitant householders of Ham held October 30 1846 to receive the report of the committee appointed April 9th to enquire into the rights of common and to adopt rules for the better regulation of the number of cattle each freeholder, copyholder and inhabitant householder shall turn on the Common Present *General Eden Messrs Forbes *Kinnard, Waugh, Barnet, *Pain, T. Pain, *Meredew, *France, Johnson, Wells, B. Dew, Short, Isley, Nye, Turner, *Tubby, *Wiggins, Warner, Hill, Elmore, Doddrell, Wallace, Halifax, Morrison, Brill, Hatch, Bridgeman, Pike, Bush. *Rev. James Hough in the chair. The report of the committee having been read, resolved that it be received and the regulations proposed entered into seriatim—First that all assessments above £50 have a right to turn on three heads of cattle and no more however highly assessed—1 It is moved by Mr. Hatch and seconded by General Eden that all holders of land assessed at and above £100 have a right to turn on the Common four heads of cattle, but no more however highly assessed—Carried unanimously—2 It is moved by Mr. Wiggins and seconded by Mr. Tubby that all houses and property assessed at £50 and upwards be allowed three heads of cattle and no more—Carried unanimously—3 It is moved by Mr. Meredew and seconded by Mr. Warner that all houses and cottages assessed under £50 be allowed two heads of cattle and no more—Carried unanimously—4 It is moved by Mr. Bridgeman and seconded by Mr. Barnet that such cattle always and in all cases be the bona-fide property of the parties turning them out—Carried unanimously—5 It is moved by General Eden and seconded by Mr. Pain that no stallion, rig or bull be allowed to be turned on the Common—Carried unanimously—6 It is moved by Mr. Hill and seconded by Mr. Doddrell that every person turning cattle on the Common be required first to inform the Herdsman of his intention—Carried unanimously—7 It is moved by Mr. Meredew and seconded by Mr. Kinnard that no sheep be turned on the Common—Carried unanimously—8 This rule regarding the sheep is not applicable to the Common Fields where, by the ancient rules, persons holding land were allowed to common sheep. But no bare house was allowed this privilege on the Common Fields. It has been already ruled at a former general meeting that asses, geese, and pigs are not allowable on the Common and they have accordingly been removed by the Herdsman—8 Resolved that these resolutions be acted upon by the Herdsman without delay.

JAMES HOUGH

* Copyholders and freeholders have this mark.

According to a quotation given in a case respecting the common rights drawn up several years later by Mr. Robert

Smith, of Richmond, the committee stated in their report that they had considered the subject under the impression that whatever may have been the rights and privileges formerly enjoyed exclusively by the freeholders, copyholders and tenants of the inhabitants in general from having been for a length of time allowed to partake in them, now possessed an equal right to commonage and that under that view of the case it appeared to them that in order to prevent encroachments either by turning on the Common animals not permitted by ancient custom or by exceeding a limited number such as were permitted, it was absolutely necessary that certain rules should be adopted in order that by a general agreement to fair and equitable limitations all might enjoy the rights to which they were respectively entitled, and that no one individual should to the injury of others be allowed to have more than his fair share of the advantages of the Common.

1850—APRIL 20TH.

A general complaint having been made against a board placed upon the Common by Mr. Tubby it was proposed by Mr. Wells seconded by Mr. Hill and unanimously carried that the Chairman 'Rev. T. G. F. Hough, should write to Mr. Tubby informing him of the wish of the Vestry that it should be removed and placed by the pound and if not that the Surveyors be instructed to remove it

1850—SEPTEMBER 26TH.

Upon reading the minute of the last Vestry relating to the board placed upon the Common by Mr. Tubby and the Chairman 'Rev. T. G. F. Hough having stated that he had written to Mr. Tubby and no notice taken of his letter, it was proposed by Mr. Parson and seconded by Mr. Cox that the latter portion of the aforesaid motion, viz., that the Surveyor be instructed to remove the board from its present position and place it by the pound shall be immediately carried into effect, which was carried.

A proposal was made by Mr. Parson for making a road in continuation of the Church Road down to his house at his own expense upon condition that the parish allow him to use the gravel, etc., and that the road when once made shall be a parish road and also that in case Mr. Parson should eventually turn the road running between his property and Colonel Stratton's Latchmere Lane the parish will consent to his enclosing the narrow slip of Common between the new road and his ground from the point of his ground nearest to the new road and the front of his house as marked in the plan. The proposal was unanimously accepted.

Mr. Parson's residence was Latchmere House, now owned and occupied by Mr. Joshua Field, but at that time the property of the Dysarts.

1850—DECEMBER 5TH

Mr. Parson laid his plan as altered before the Vestry, the object of which was to make the hedge-row in a straight line with the churchyard fence direct to the outer corner of Mr. Parson's kitchen garden instead of being curved round the present hedge-row. And the Vestry instructed the Surveyors to watch the making of the road and in conjunction with Mr. Parson's influence over the contractor to secure a good road. Mr. Parson's new proposal was unanimously agreed to.

1851—APRIL 3RD.

Mr. Parson submitted sundry resolutions respecting the gravel, turf and soil of the Common and it was agreed that they should be taken into consideration after time had been allowed for mature deliberation

1851—MAY 10TH.

It was agreed that Mr. Parson should inclose the ground pointed out in the subjoined plan, the distance being from A to D feet, from A to E feet, and from B to C feet, the line from A to E being the present boundary of Lord Dysart's land and D being the point in Colonel Stratton's fence close to his garden-gate; the extent of land inclosed being under 11 1/2p and given to Lord Dysart to equalise the exchange between the commoners and Lord Dysart. Mr. Parson acquiesces in this arrangement in consequence of its being agreed that he shall rent so much of this land as is next to the land he now rents of Lord Dysart and receiving copyhold of the remainder.

The plan was not "subjoined" although there is a space left in the minute book apparently for it. The Hon. F. Tollemae, brother of the contemporary Earl of Dysart and a great-uncle of the present peer, attended the meeting.

1851—JULY 3RD.

A serious complaint having been made to the Vestry against several parishioners who put on the Common more head of cattle than they are entitled to it was resolved that the Herdsman be called upon to discharge the duties of his office by enforcing the rules relating to the Common

1851—SEPTEMBER 11TH OR 18TH.

The Vestry directed Mr. William Wiggins, Herdsman of the parish of Ham, to make application to the Queen's Stewards in order that the pound in the said parish may be put into a fit state of repair for the cattle placed therein.

1852—AUGUST 26TH.

The Herdsman was instructed to write to Mr. Eddison telling him that he will stop his drain which is emptied on the Common if the nuisance be not removed before the expiration of 14 days from the present date.

1852—OCTOBER 14TH.

The Surveyors were instructed to take care that a railing be put up along the side of the pond commonly called Neville's Pond on the footway side of it. Also that as soon as the water is sufficiently low the drain from Ham Street be carried further into the pond so that the mouth of the drain shall be under water.

1853—MARCH 10TH.

Proposed by Mr. Parson and seconded by Mr. Edgeworth that the quantity of water now upon the Common is such as to render its removal necessary and for this purpose that this Vestry do authorise the Surveyors to enquire into the means of remedying the evil, with authority to incur an expense not exceeding £10 either in ascertaining the means of its removal or in removing the water. Carried unanimously.

1853—MAY 13TH.

Mr. Hatch proposed and Mr. Light seconded that a special Vestry be called for Thursday next, Thursday morning May 19th for the purpose of taking into consideration the present rules relating to the management of the Common. Carried unanimously.

1853—MAY 19TH.

Mr. Barnett proposed and Mr. Wallace seconded that the present rules for the regulation of the Common be left untouched and that the Vestry will support the Herdsman in enforcing them.

1854—MARCH 23RD.

Dr. Ellis reported a message from Honble F. Tollemae to the effect that if the parish be desirous of inclosing the piece of the Common forming the lane at present running between the churchyard and the barn field in order to increase the extent of the burial ground and will make a formal application to Lord Dysart for his consent to the plan he Mr. Tollemae will gladly take charge of their application and use his utmost endeavour to obtain Lord Dysart's approval. The proposal was unanimously adopted by the Vestry and it was agreed that a letter addressed to Lord Dysart embodying such an application should be prepared by the Chairman [Rev. T. G. P. Hough] and then signed by the parish officers; which letter shall be delivered to Dr. Ellis, by him to be presented to Mr. Tollemae for presentation to Lord Dysart.

1854—MAY 25TH.

At a Vestry held May 25th, 1854 to consider the rules relating to the pastureage of the Common previously to their being enrolled at her Majesty's Court Leet.

The Honble F. Tollemae stated his unwillingness to present the letter to Lord Dysart and declines to do so, Dr. Ellis appearing to have misunderstood his sentiments upon the subject.

Dr. Ellis proposed and Mr. Edgeworth seconded that the Herdsman be directed to enforce the rules concerning the herbage of Ham Common and that the meeting engage to hold him harmless of all expense and con-

sequences in the execution of the same—Carried by majority, 3 only opposing [out of about twenty present judging by the names entered].

Mr. Doddrell opposed and Mr. Cox seconded that any one of those poor men employed by the parish on the highway shall look after the cattle turned out on the Common under the direction of the Herdsman, reporting to him any breach of the rules—Carried.

1854—JUNE 22ND.

The Herdsman promised to enforce this afternoon the rules of the Common, a complaint having been made that since the last Vestry more herd of cattle than are allowed have been turned on the Common. He promised to pound this afternoon everything he finds on the Common contrary to the rules

1855—MAY 11TH.

Mr. Forbes proposed and Mr. Wiggins seconded that as 'Nevilles Pond' is made a constant nuisance by several drains running into it, a representation be at once made to the Board of Guardians in the proper form requiring them to take the necessary steps for stopping the drains and that the form of complaint when filled up shall be accompanied with a letter stating that the application proceeds from the whole parish assembled in Vestry, calling their particular attention to the subject—Carried unanimously.

Mr. Hatch proposed and Mr. Doddrell seconded that a letter be written to (by?) the Chairman [Rev T. G. P. Hough] to Mr. Fenn of Wandsworth, the Superintendent of the Police, complaining to him that the police have neglected to prevent persons emptying night-soil and other objectionable matter as well as throwing dead animals into a pond called "Neville's Pond" on Ham Common which stands close to dwelling houses and the parish schools whereby the pond is converted into a great and dangerous nuisance and requesting him to take such steps as shall be necessary to enforce the discharge of this important duty—Carried unanimously.

A statement was made from Mr. Lawrie in which the question was asked how far the parish would unite with him in filling up the pond opposite his gate. Agreed it is not in the power of the parish to give any pecuniary assistance but cordially agreeing with Mr. Lawrie's proposal, consent to his making use of the furze and road-scrapings as well as the mounds of earth &c along the drain on the Common, in order to accomplish his object.

Dr. Ellis proposed, Mr. Doddrell seconded that for the future the scrapings from the roads shall not be removed by any individual but shall be emptied by the Surveyors into some of the ponds or holes on the Common to prevent nuisances arising therefrom—Carried unanimously.

1856—NOVEMBER 19TH.

The Herdsman laid 2 accounts before the Vestry showing that he had incurred expenses and paid away money to the amount of £6 11. Agreed that the sum ought to be repaid to Mr. Doddrell and that it should be raised by subscription instead of being paid out of the highway rate.

1858—MAY 8TH.

At a meeting of the inhabitants of the parish of Ham held May 8th 1858 to consider the circumstances relating to the herbage of the Common Present Captains Mackinnon and Gifford, Messrs Parson, Clarke, Hatch, Edgeworth, Wiggins, J. Light, Warner, C. Nye, Claridge.

After much discussion it was found impossible to arrive at any arrangement which would be satisfactory to all parties respecting the matter for which the meeting was convened.

No Herdsman having been yet appointed it was unanimously agreed to request Mr. Barnett to undertake the said office.

1858—MAY 11TH.

Mr. Barnett accepted the office of Herdsman with the understanding that he will at once take in hand all cases respecting rigs, stallions, bulls, donkeys, pigs and geese, also the removal of turf and loom and the parish shall in such cases hold him free from all expense, but in all cases relating to the carrying out the regulations on the public board in reference to the number of cattle which each person may be entitled to turn out he will not interfere unless he shall first receive from the person or persons desiring his interference a sufficient surety and pledge of indemnification for all expenses that may follow therefrom—Mr. Barnett was unanimously appointed on the above understanding.

1858—SEPTEMBER 17TH.

The Surveyor reported that Mr. Algernon Tollemache promises on the part of Lord Dysart £50 towards the expense of filling up the old gravel pit called Neville's Pond and asked for a gd rate which was granted without opposition.

It was agreed that the parish under drain running from Ham Street into Neville's Pond shall be at once picked up and a surface drain shall be paved along the street on to the site of the present pond where the water may soak away; that Neville's Pond shall be filled up with the ground from the island in and the edges of the next pond which will be also deepened especially in the centre.

Mr. Wiggins proposed and Mr. Doddrell seconded that Dann's rent of £1 15 up to December 25 1857 [for gravel pit land at Ladder Stile, shall be received by the Herdsman and by him paid to Warre as a discharge in full of all expenses of mole catching up to the present time it not appearing that he was engaged last Decr to catch moles for the parish this year and that the Herdsman tell Warre that he is not further required by the parish to catch moles.—Carried.

1859—APRIL 7TH.

The Herdsman reported that he was not aware of the resolution come to at the last Vestry respecting Dann's rent and that the £1 15 being the amount of rent due up to Dec 25 1858 has been paid to Warre for catching moles.

Mr. Light proposed and Mr. Barnett seconded that the £1 15 shall be appropriated as heretofore.

Mr. Hatch proposed and Mr. Thick seconded as an amendment that the resolution passed at the last Vestry be now confirmed—The amendment was carried, 10 for, 3 against

1859—JUNE 17TH.

At a Vestry held June 17 1859 held for the purpose of taking steps for the permanent removal of geese of the Common. Present: Messrs Forbes, Hatch, Willing, Light, Doddrell, Claridge, Hall, Bridger, Barnett, Benson, Warner, Isley.—The minutes of the last meeting were read and confirmed.—Mr. Willing proposed and Mr. Doddrell seconded that as it appears that a difficulty connected with the present subject originates with the doubt which exists as to the legality or otherwise of turning out sheep on the Common, steps be at once taken to have a case prepared which shall be submitted for counsel's opinion upon the question relating to sheep and that the present meeting stand adjourned to this day month July 15 to receive such opinion, Mr. Benson promising that in the meantime his geese shall not appear on the Common—Carried unanimously—It was also unanimously agreed that Mr. Forbes and Mr. Willing be requested and empowered to obtain the said legal opinion,

1859—JULY 15TH.

At a Vestry being an adjournment of the last Vestry, held July 15th 1859 Present Messrs. Forbes, Hatch, Willing, Wiggins, Barnett, Bridger, Light, Benson, Hall, Doddrell, Claridge, Johnson—The minutes of the last Vestry were read and confirmed—The following case prepared by Mr. Robert Smith, of Richmond, with counsel's opinion thereon was laid before the Vestry, but the Herdsman [Mr. Henry Barnett] still refused to interfere for the removal of the geese, contending that it would be illegal for him to pound them. Upon which Mr. Forbes proposed and Mr. Hatch seconded that the Chairman [Rev. T. G. P. Hough] be requested to write to Mr. Smith stating the Herdsman's refusal to act, asking from him a statement of the duties of the Herdsman in the matter and what steps should be taken to enforce the faithful performance of the same

The "following case" was not filled in but fortunately the original document has been preserved in the parochial archives, and therefore a summary of it can be appended. Mr. Smith explains to Mr. Richard Garth, the counsel whose opinion was solicited, that the landowners, freeholders and copyholders of the manor claimed to turn out a certain number of sheep under the ninth rule of costume but though the exercise of the privilege in the Common Fields was not disputed some of the inhabitants contended that the right did not extend to the Commons. He then draws attention to the declaration in Charles the First's Deed to the effect that the farmers of the manors of Ham and Petersham holding under the king, his heirs or successors, should not for the future participate in the benefits or profits of the waste grounds.

The expression "farmers of the said manors" was considered, said Mr. Smith, by a portion of the inhabitants, to mean tenants holding farms under the Lord "although the meaning may perhaps be persons to whom the King might farm out or let the manors. But assuming the former meaning to be correct a question has been raised whether the exclusion applies to the Lord as owner of lands purchased by him since the deed and not belonging to him as Lord of the Manor and to the farmers holding such lands of him or whether the Lord and his tenants have not the same rights of common over the waste in respect of lands purchased by him as the other land-owners and their tenants have in respect of their property." Mr. Smith in conclusion requested Mr. Garth's views "on behalf of the freeholders copyholders and inhabitants of Ham" on the following points:

1 Whether there is any right under the ninth custome of the Manor or by common law or otherwise to common sheep on Ham Common which is part of the waste, or whether the right is confined to the fields called the Common Fields.

2 Whether the rules adopted at the meeting on 30th October 1846 are legal and can be sustained or enforced, and if so by whom and by what process and if not, what rights of common exist as to Ham Common and in whom are such rights vested.

3 Whether or not there is any right to common geese pigs or donkeys on Ham Common.

4 Whether or not the interpretation put by a portion of the inhabitants on the words "farmers of the said manors" is correct and if so whether the tenant farmers holding lands parcel of the manor under the Lord are excluded by the Deed from any right of common or (as the inhabitants or otherwise) have rights of common.

Mr. Garth replied thus:

1 This question is rather one of fact than of law; and depends far more upon modern usage than any evidence of ancient customs. It would probably be almost impossible to discover at the present day whether the area of Ham Common was included under the description of "The Common Fields" in the time of Edward 4th and it would be equally difficult to ascertain who are the persons designated as "tenants" at that

period. My impression is that these tenants were persons holding a recognised feudal rank within the manor each occupying a certain quantity of land and I consider that it would be impracticable at the present time to ascertain the commonable rights of the landholders and inhabitants of the manors in question by reference to the ancient custom. The rights of turning sheep or any other commonable cattle upon Ham Common would, in the event of a trial, principally depend upon evidence of usage during the last 30 or 40 years.

2 The rules which were passed at the general meeting are of no *actual* validity in point of law but if it was the general sense of the meeting that those rules were in accordance with prevailing usage the fact of the meeting having been held and the resolutions passed would probably be a matter of considerable weight with the jury in case the rights of the parties stated should ever be made the subject of a trial.

3 I am of opinion that there is no such right.

4 I think this interpretation of the rules is not correct. The expression "farmers of the manors" is obviously intended to describe those persons who may farm or rent the manorial rights and profits under the Lord for the time being and has no relation to what are usually called "tenant farmers."

5 Such tenants are by no means excluded from commonable rights, and the question as to who are entitled to such rights depends mainly as I have before observed upon evidence of modern usage.

There is no record of the result of Mr. Hough's application to Mr. Smith respecting the Herdsman's contumacy but the Vestry effectively settled the matter the next year by electing a new officer.

1860—JULY 19TH.

A letter was received from Mr. Parson informing the Vestry that he has turned the road, commonly called Latchmere Lane, in accordance with the consent of the Vestry obtained September 26th 1850.

1860—DECEMBER 21ST.

Mr. Hatch proposed and Mr. Redpath seconded that the Surveyor be requested to write to Mr. Parson to request that the bar at the top of Latchmere Lane may be brought more forward in the direction of the Common and so fixed as shall not be dangerous to the cattle grazing on the Common

1861—MARCH 21ST.

The Surveyors reported that Mr. Parson has expressed his willingness to restore the bar in Latchmere Lane to its original position if $\frac{1}{2}$ a dozen of the Vestry will point out the spot in which it should be placed, agreed that the Surveyor be requested to examine the road and fix the spot at which the bar shall be placed so as to protect the cattle, communicating and arranging with Mr. Parson respecting it.

1861—APRIL 9TH.

The Surveyors reported that they had visited the spot referred to in Latchmere Lane and are still proceeding with the matter with Mr. Parson.

1861—APRIL 25TH.

The Surveyor reported that Mr. Parson's gate will be arranged as wished by the Vestry.

1862—MARCH 27TH.

The Chairman [Rev T. G. P. Hough] read a letter from Mr. Rastrick relating to "the property originally leased to Mr. Denton on Ham Common," stating that he had not been able, as yet, to find "the original record of the agreement between King Charles and the commoners of Ham Manor," but that he had no doubt of the genuineness of the copy sent to him out of the parish chest. Mr. Rastrick also forwarded an opinion by Mr. Jessel, afterwards Sir George Jessel, Master of the Rolls, upon a case prepared and submitted by himself touching the advisability, or otherwise, of the parish taking legal steps to enforce from the successors of Mr. Denton the payment of the annual sum of £60 hitherto received by the overseers. The opinion, which will be deposited in the parish chest, explains the obscurity surrounding the case, discourages "the parish overseers and parishioners from engaging in litigation respecting the matters in question" and advises a friendly compromise with the Lord of the Manor—The Vestry unanimously agreed in requesting Mr. Edgeworth to take all the papers relating to the case with him and call upon the Honble F. Tollemae, ask his advice upon the matter and upon the result to the parish—Mr. Edgeworth undertook to see Mr. F. Tollemae and to report as soon as possible to the Vestry the result of his interview.

1862—APRIL 8TH.

Mr. Hatch proposed and Mr. Light seconded that the rent paid by Mr. Dann for the piece of land adjoining his house be paid to Mr. Barnett, the Herdsman, and by him expended in catching the moles and generally keeping the Common in order—Carried unanimously.

1863—JANUARY 29TH.

Mr. Bell was in attendance and read a case prepared by him relating to parish property and lands as well as an opinion upon the same obtained by him from the counsel he had consulted William Park Dickins Esq dated Jan 16 1863

This matter has been already dealt with, but as Denton's property was situated on the Common itself, it may be as well to explain that Mr. Bell in stating the case wrote that the Lord of the Manor did not join in the lease in 1776 and his successor now claimed the copyhold. The tenant therefore would not pay rent to the Vestry. Mr. Dickins's opinion was that the legal estate was vested in the overseers and the Vestry accordingly decided to at once make application for the rent.

1863—MARCH 27TH.

Also Mr. Bell stated that the Steward of the Manor refuses to allow him to see the Court Rolls so that he cannot investigate the title of Denton's property. Mr. Bell thinks there will be no difficulty in obtaining the 10/- per annum but that he does not think it advisable for the parish to litigate the question of the title of the parish to the property until the expiration of the lease. Agreed that the payment of the annual 10/- shall be required but that the parish is not at the present time prepared to proceed to litigate the question of the title.

1871—MAY 12TH.

The Vestry considered the question of Denton's property and it was agreed that the best course to pursue will be to let the matter stand over until the expiration of the lease in 1875.

1875—AUGUST 27TH.

Mr. Hatch reported that he had together with Mr. Edgell brought the offer of £100 made by Mr. Hall for the parish rights in the house and premises called Chestnut Cottage before the Board of Guardians who strongly advised that the offer of £100 should not be accepted and that the Board of Guardians had given notice to the occupier of the premises that the rent would be in future £40 per annum payable to the Board on behalf of the parishioners to be applied to the poor rate—It was moved by Mr. Claridge and seconded by Mr. Brockwell that the £100 be refused which was carried unanimously.

Mr. Edgell attended the Vestry and the counterpart of the lease to Denton was delivered to him on behalf of the overseers.

1876—JANUARY 14TH.

It was proposed by Mr. Hatch and seconded by Mr. Hellier that the Chairman of the Vestry [Mr. H. J. Sharpe] be requested to write to Mr. Chandler (acting for Hooper's Trustees) telling him that the gentleman who offered £200 has increased his offer to £250 for the parish right to Chestnut Cottage but that the Vestry would prefer selling to Hooper's Trustees adhering to their former offer of £200 and that a decided answer within a fortnight would oblige them—The motion was put and negatived.

1876—FEBRUARY 25TH.

At a Vestry meeting called . . . to receive and consider a letter from the Trustees of Mr. J. Hooper as to selling the parish interest in the house and premises known as Chestnut Cottage Mr. Hatch proposed and Mr. Warner seconded a resolution that the Guardians be requested to accept the offer of £200 and the resolution was carried unanimously.

The property was eventually disposed of for the sum mentioned and the bulk of it—£148—vested by the Guardians in the Consols, the dividends being applied to the reduction of the village's proportion of the poor rate.

1876—DECEMBER 22ND.

At a public meeting held . . . for the purpose of adopting such measures as may appear necessary for carrying into execution the resolution of the Vestry held the 27th November 1876 with respect to the proposed site of the new National Schoolrooms and particularly for considering and deciding what consideration if any shall pass from the School Trustees for and any rights which the parish have claim to in the lands and premises in question or any part thereof—Mr. Field moved and Mr. Pritt seconded that the sum of five shillings shall be the consideration to pass from the School Trustees to the parish for the release and conveyance to such Trustees of any rights which the parish have claim to in the lands and premises in question or any part thereof.

There was no meeting on November 27th—probably one held on the 17th is that referred to. The Rev. T. G. P. Hough was then instructed to write to the Board of Guardians asking them to obtain the permission of the Poor Law Board to the demolition of the almshouses—described as being in a very dilapidated condition—and the substitution of schools by the Education Department. The Schools were approved by the Education Department. The Schools were built in 1878.

1888—DECEMBER 20TH.

Mr. Benson proposed and Mr. Brawn seconded that this meeting strongly condemns the alterations at Latchmere Lane by Mr. Field and call on the Local Board to take such steps as are necessary to reinstate the Lane as before.

1889—APRIL 2ND.

Mr. Brawn proposed and Mr. Claridge seconded the following resolution: That this meeting having been informed that the Local Board has passed an informal resolution assenting to Mr. Field diverting a portion of Latchmere Lane within the parish of Ham but without the limits of the Local Board district and without making a proper and legal application through the Board as Surveyors of Highways to the Churchwardens to call a

Vestry meeting as prescribed by the Act strongly condemns the same and protests in the strongest manner against the action of the Board as both informal and illegal.

Mr. H. Hatch proposed and Mr. Rooke seconded that a copy of this resolution be sent to the Chairman of the Kingston County Bench of Magistrates and to Mr. Field.

1889—JULY 25TH.

It was proposed by Mr. H. Hatch and seconded by Mr. Hillier and carried unanimously that this Vestry having had before them the application of Joshua Field Esq to divert and turn about 265 feet of a certain public highway known as Latchmere Lane commencing at a point marked A on the plan annexed hereto and leading to Ham Common at the point marked C and substitute instead thereof a new highway of the width of 15ft 6inches and a length of 368 feet or there abouts leading from the point marked A to Ham Common at the point marked B on the aforesaid plan. This Vestry consent to the application of the said Joshua Field on condition that the said Joshua Field raises the new road where it joins the Common and along the Common to the same high and level as the new existing road across the Common from the old existing Latchmere Lane and request the Local Board of Ham Common as Surveyors of Highways for the district in which the said road is situate to apply to two Justices to view the same and take such proceedings as are by law required—Resolved that this Vestry having heard the letter of Mr. J. Field read offering £100 to this parish to be applied as the Vestry shall direct accept the offer on the condition stated by Mr. Field.

There is no plan annexed, but a copy of Mr. Field's letter is inserted. It is addressed to Mr. James Bell, of Kingston-on-Thames, and runs: "I authorize you to state to the Ham Vestry that on the Court of Quarter Sessions making their order for the stopping up and diverting of part of Latchmere Lane as shown in the plan submitted to the Vestry I will present to the parish of Ham £100 to be disposed of as the said Vestry should direct."

The scheme was sanctioned at the October Sessions and on November 21st Messrs. Hatch and Brawn were appointed by the Vestry to receive the £100 and were "invited" to pay the money to the School Building Committee.

1891—JUNE 26TH.

The Chairman [Mr. F. Gridley] stated that the present meeting was called in reference to a resolution which was signed by J. Brawn, T. Benson and John Claridge—The first resolution was moved by Mr. J. Claridge and seconded by Mr. T. Benson as follows: "That we the inhabitants of Ham appoint a committee for the purpose of ascertaining the legality or illegality of placing notice boards on the Common prohibiting the removal of gravel etc and other obstructions and if found illegal to

wait upon the Trustees and request their immediate removal.' Upon this being put to the meeting it was carried with but one dissentient—It was moved by Mr. Feyle and seconded by Mr. Benson that Messrs Harker, Radford, J Greenwood, Brawn, Fidler, Claridge, Benson, G. Rooke, Gridley, Hillier, Hall, G. Greenwood and Culham form such Committee—Carried unanimously—It was also further unanimously resolved that the duties and appointment of Herdsman and various other matters connected with the supposed rights of the people be referred to the same committee to investigate and report at the next meeting.

1893—NOVEMBER 9TH.

Proposed by Mr J. Brawn and seconded by Mr. G. Rooke "That about 40 yards square of the Common be protected with moveable posts and chains, the posts not to be higher than 5ft 6in, and this Vestry having considered the application of the Ham and Petersham Cricket Club see no objection to grant their request and grant it accordingly subject to the Committee of the Club obtaining the consent of the Trustees of the Lord of the Manor. This being a privilege it is to be understood the Club cannot transfer their right without application to the Vestry and the space is only to be used for cricket—Carried unanimously

CHAPTER IV. THE HERDSMAN.

THE question of the appointment of the Herdsman of the Common is a matter of such special importance that it deserves treatment in a separate chapter. Clearly the authority, in which is vested the election of that official, has more to do with the control of the Common than any other body. The present Steward of the Manor denies that as far as he is aware the Vestry ever appointed the Herdsman and declares on the contrary that the Dysarts have always nominated him. Where the evidence for that extraordinary assertion exists it would be difficult to say, but there is no lack, on the other hand, of overwhelming proof of the practice of the Vestry. The Herdsman, or as he is also variously described in the minutes, the Howard, Heward, Hayward or Driver, was originally an officer of the Court Leet, of Richmond, and afterwards came to be appointed by the Vestry, when the jurisdiction of the waste lands passed to the inhabitants. It was usual, even till comparatively modern times, for the Herdsman after his election—sometimes the phrase is recommendation or nomination—to be sworn in at the Court at Richmond and according to the wording of an entry in 1854 rules applying to the regulation of the Common were supposed to be endorsed by the same authority.

The first mention of the Herdsman in the books is only indirect. In 1737 Adams, the poundkeeper, is ordered to impound sheep found on the Common, and as in subsequent years the Herdsman was usually also the poundkeeper, it is fair to infer that the individual just mentioned as holding the latter office also filled the former, especially as he is directed to perform duties appertaining solely to the more important post. In 1771 Try and Adams are ordered to drive the Common and may therefore be regarded as Herdsmen, though there are but two instances of a double election, the second being in 1774, when Barnard and Dodge were appointed Drivers "as often as the Overseers of the Poor shall give directions for that purpose and the said Overseers

are hereby empowered to make them such awards for their trouble as to them shall seem proper." The remuneration was one or two guineas a year each, and to the office being a paid one in olden times is due the infrequent and irregular records of nominations in the earlier volumes of the Vestry Books. An individual once being elected would only occasionally be re-appointed, his term lasting as long as he chose to hold office, or until the villagers were dissatisfied with him. The first entry of actual election is dated September 6th, 1773: "Resolved that Thomas Try be appointed Driver of the Common and the Common Fields in this hamlet for the year ensuing." Try was nominated again two years later and awarded a salary of two guineas per annum "to be paid out of the poor rates, he faithfully executing the said office and keeping the said Common free from all horses and cattle belonging to non-parishioners"—the customary formula used. Snelling the Elder was made Herdsman in 1777, receiving the same remuneration, but Tantony, on his appointment in 1785, was only awarded a guinea. In 1789 Snelling the Younger replaced Tantony as Herdsman, the latter being "a person not deemed proper for that employment." Smyth was elected in 1792 at a salary of two guineas and in addition to his other special undertakings promised to take "care to pound all such hogs as he shall find upon the Commons unrung." Morton, who was his successor the next year, only received a guinea. From 1793 to 1804 there are no entries of nominations, but the overseers' accounts for 1799-1800, 1800-1 and 1801-2, contain items showing that Snelling was filling the post and that he was receiving a guinea a year for his work. In 1804 Seeres was chosen at the same salary, Tantony having the reversion should the former decline to serve. This is the last time remuneration was voted, the next entry, in 1809, merely intimating the appointment of Snelling. From that date the election of Herdsman took place almost every year and till we reach the fifties there is little variation in the monotonous annual announcements. Snelling's nomination in 1809 led the parish into some dispute with the Court Leet which apparently did not at first approve of the choice of the Vestry for the villagers found it necessary to insist—and it would seem successfully—on their original recommendation being recognised. In 1818, on James Snelling being elected, John Snelling undertook to act in his absence.

In 1849 more detailed entries begin. Tubby in that year was made Herdsman on the proposition of Mr. William Hatch seconded by Mr. Light. At the end of 1850 Wiggins was appointed deputy "during Mr. Tubby's dangerous illness" and also received the keys of the pound, and the next year was nominated to the premier office. In 1858 occurred the first recorded contest for the post. "Mr. Hatch proposed and Mr. Wiggins seconded that Mr. Light be elected Herdsman, upon which Mr. Edgeworth proposed as an amendment and Mr. [Jacob] Claridge seconded that Mr. Doddrell be elected Herdsman. The amendment being put to the vote was lost, upon which Mr. Edgeworth demanded a poll, which Mr. Claridge seconded and the Chairman [Rev. T. G. P. Hough] took time to fix a day for the poll." Mr. Hough, who is the present Vicar, wanted to take such a long time that after the lapse of a month, finding nothing had been done, the villagers met together again and nominated Barnett. In 1860 there was another struggle for the office and for several years subsequently the election was invariably a contested one. In 1860 Barnett and Meredew were the candidates, the latter being victorious by twenty-one votes to eighteen; and in 1861 Dr. Clarke and Barnett tied with six votes each, the former being elected with Mr. Hough's casting vote. In 1862 Barnett and Meredew were both proposed and the former secured the post. The following year the candidates were Barnett and Captain Mackinnon and the retiring Herdsman got a majority at the Vestry meeting. A poll was demanded on behalf of Mackinnon, and though the result is not recorded in the minute book it is not improbable that the appeal to a wider suffrage resulted in the captain's return. At all events he was appointed without opposition in 1864 and 1865. In 1866 Hatch was first nominated and held the post till 1882. He was only opposed in 1867 but as his opponent, William Sweet, got but two votes whilst he received four, he was overwhelmingly victorious. There is an entry of his election in the Vestry Book each year, during the whole of the period referred to, with the exception of 1869, 1873 and 1877, when there is either no note or the appointment of parochial officers at all or no record of the meeting at which such appointments were made. The meeting in 1883 was held on 13th July, but though the nomination of all the other officers is mentioned that of the Herdsman is not given. The omission appears

to have been due to simple negligence on the part of the villagers and—since Hatch did not die till 1885—cannot be explained as being due to the death of an official who had occupied the post for a long time and left a vacancy difficult to be filled by anyone else. We have got down to modern times by then and the Dysart influence begins to be paramount. When the fight of 1891 was raging, at a Vestry meeting on 26th of June "the duties and appointment of Herdsman" was one of the questions referred to the investigation of a committee who were so lukewarm in their interest and so deliberate in their movements that the villagers getting impatient called for another meeting on 17th September and Benson was elected Herdsman—the last nominated by the parish—on the motion of Mr. E. N. Radford seconded by Mr. W. J. Fidler. There was a very large attendance of householders, over fifty voting and that unanimously, but though the assembly was legally convened and was reported in the local newspapers it was never entered in the minute book of the Vestry. The full list of Herdsmen, to whom reference is made in the Vestry Books—excepting Benson—is set out chronologically below:

- 1737 William Adams.
- 1771 Thomas Try and William Adams.
- 1773 Thomas Try.
- 1774 Joseph Barnard and Thomas Dodge.
- 1775 Thomas Try.
- 1777 William Snelling, senior.
- 1785 to John Tantony.
- 1788 William Snelling, junior.
- 1792 William Smyth.
- 1793 Robert Morton.
- 1799 to William Snelling.
- 1802 William Snelling.
- 1804 Joseph Seeres or John Tantony.
- 1806 Joseph Sear.
- 1809 William Snelling.
- 1811 to William Snelling.
- 1814

- 1815 Thomas Saires.
- 1816 to James Snelling.
- 1823
- 1841 to Thomas Tubby.
- 1850
- 1851 William Wiggins.
- 1852
- 1853 John Parson.
- 1854 to William Doddrell.
- 1856
- 1857 J. Light.
- 1858 Henry Barnett.
- 1859
- 1860 Samuel Meredew.
- 1861 Dr. Joseph Clarke.
- 1862 Henry Barnett.
- 1863 H. Barnett, or Captain Lauchlan Bellingham Mackinnon?
- 1864 Captain Mackinnon.
- 1865
- 1866 to
- 1868
- 1870 to
- 1872 William Hatch.
- 1874 to
- 1876
- 1878 to
- 1882
- 1891 Thomas Benson.

CHAPTER V.
THE BATTLE OF 1891.

THE establishment of the Local Board in 1862 was the real death-blow to the control exercised by the villagers over the Common under the old regime. The new urban sanitary authority never rose to its duties in relation to the fine open space which was its fairest heritage, and with one or two exceptional events only the nominal election of Herdsman every year by the Vestry—till 1882—proved that the villagers had not quite lost hold of their ancient rights. But the Vestry had been relieved of its former powers of spending money out of the poor rate for the administration of the Common and the Local Board did not, as it undoubtedly should have done as soon as the Metropolitan Commons Act of 1866 was passed, take the proper steps in conjunction with the Kingston Rural Sanitary Authority to render itself the controlling power. The Dysarts, however, manifested almost equal indifference and it was not till the present trustee-ship came into force that the enemy, seeing an apparent opportunity of uprooting village rights commenced that series of aggressions which terminated in the great battle of 1891. The Trustees began by helping themselves copiously to the gravel for Ham House, which it is noted is outside the parish, thus exercising an alleged right the use of which by other people, they say, injures so much the beauty of the Common. And yet for nearly eighteen months the Trustees removed gravel at the rate of from eighteen to twenty cartloads weekly. Finally in April of the year mentioned—not January be it also observed—six notice boards bearing the following inscription, were erected at various points on the Common :

NOTICE.

By Order of the Lords of the Manor

OF HAM.

HAM COMMON

Notice is hereby given that any person or persons found digging or removing gravel or sand or cutting or removing turf,

gorse, furze, mould or other substance from this Common or killing or taking therefrom any game or rabbits without having obtained the license of the Lords of the Manor or their Steward for the purpose will be liable to be prosecuted.

J. A. BERTRAM,
Steward of the Manor.

34, Norfolk Street, London.

January, 1891.

Notices of a similar character—which unfortunately still remain—were also put up on the Common Fields :

NOTICE
By Order of the Trustees of the
DYSART ESTATE.

This Land is private and all Persons found trespassing or committing damage thereon are hereby warned that they are liable to be ejected and will be prosecuted with the utmost rigour of the Law.

J. A. BERTRAM,
Steward.
34, Norfolk Street,
Strand, London.

January, 1891.

These definite acts of hostility at last roused the slumbering villagers. The credit of beginning the agitation belongs to Edward Nicholas Radford, a butler, who summoned a meeting on the Common for Sunday, June 21st, to consider the matter. The gathering was enormously successful, from 1,500 to 2,000 people attending, including a large number of sympathisers from the adjacent towns of Kingston, Richmond and Twickenham. A resolution was unanimously passed protesting against the action of the Trustees and intimating that unless the objectionable notice boards were removed within a fortnight they would be cut down. A Vestry meeting was also held on June 26th, at which a committee was appointed to ascertain if the erection of the boards was legal or illegal and if the latter to wait on the Trustees and demand their removal. An investigation committee was likewise

appointed by the meeting on the 21st. In order to dispose of both these bodies at once it may be as well to say that neither contributed much towards the ultimate settlement of the dispute. The latter, called the Ham and Petersham Common Rights and Footpaths Committee, chiefly concerned itself with the re-opening of the footpaths around Ham House, closed by order of the Trustees, though it also drew up a short and useful report on the whole question which was made public at the end of July. The other body, known as the Vestry Committee, really shifted all its duties on to its fellow and did nothing. The Trustees ignored the decision of the meeting on June 21st and accordingly on July 5th another big demonstration took place. The issue at this gathering unluckily got somewhat confused and though the mass of local opinion was clearly in favour of the mandate of the first meeting being enforced the voting on the resolutions submitted got mixed and the people dispersed irresolutely without pulling down the boards. Radford, though feeling sure of his ground and of the support of the inhabitants, did not wish to run the risk of promoting a disturbance, especially as a large force of police was present, and accordingly it was decided to wait till early the following day and then do the vital work. At four o'clock in the morning Radford accompanied by George Hall, Shadrach Hopkins, William Piggott, all labourers, and myself, proceeded to the Common and sawed down four posts out of the six. The delight and excitement amongst the villagers were tremendous when the fact was known a few hours later and ample proof was forthcoming that the decision to take prompt and bold action had been the best possible under the circumstances and was ratified by every resident having the welfare of the Common at heart. The remaining three notices were cut down at another public meeting on Wednesday, July 15th. The next day summonses were taken out against Radford, Hopkins, Hall and Piggott only for that they did "wilfully and maliciously damage certain notice boards on Ham Common there situate, the property of the Trustees of the late Earl of Dysart, doing injury thereto to the amount of £8."

The Prosecutions Defence Committee, as a matter of course, was constituted at a public meeting held on the Common on Monday, July 20th, the members who served all the way through the long contest being

Albert Voysey, Jacob Claridge, James Maskell, James Coombes, Edwin Leatham, Albert Edward Hall, William Venn, Walter Tulett, George Darnell, James Berridge, Alfred Parker and myself. Voysey acted as Chairman and Claridge as Treasurer, whilst I filled the post of Secretary. No time was lost in getting to work. A public appeal for assistance was issued, most of the metropolitan journals backing up the villagers and Mr. George Eaton Hart, then proprietor of *The Kingston and Richmond Express*, rendering invaluable aid locally by allowing his paper to be used as the organ of the agitation. The services of Mr. Henry Prince, of Lewes and Brighton, were secured to defend Radford and his companions before the Kingston County Bench on Thursday, July 23rd, and the result of the hearing—a protracted one lasting over three hours—was the committal of the defendants to the Surrey Quarter Sessions the following October, the magistrates deciding that the question was one only a jury could properly settle. In the interval the Defence Committee worked very hard. They held meetings, organised concerts and entertainments, left no likely sources of revenue untouched and lost no opportunity of acquainting the public mind with all the facts.

One of the most notable and interesting occurrences they arranged was the beating of the bounds of the Common Fields, or the Lammes Lands as they are sometimes called, on Michaelmas Day. As far as possible the old frontiers were traversed and encroachments and enclosures carefully noted by a large band of villagers. In this connection it may be as well to quote from the report of the Ham and Petersham Common Rights and Footpaths Committee the result of their investigations respecting grabbing in these semi-open lands: "The Fields consist of nearly all the land bordering on the River Thames from Cold Harbour near Ham House to the One [Mile] Tree near the Albany Club [Kingston], and are bounded on the land side by a number of small enclosures adjacent to Ham Common and Ham Street. The Lammes rights, though somewhat curtailed, are still exercised over the greater part of this area, but during the last thirty years a number of these Common Fields have been enclosed so as to prevent the people exercising their right of turn-out. A list of these is appended and they are described by their number on the 25in. map of the Ordnance Survey—(a) Back of All Souls' Lane, Nos. 27, 28, 29, 30, supposed to have been

enclosed by the late Mr. Hatch, now underlet in two instances. (b) Two fields near the New Road, Nos. 84 and 85, enclosed about eight or ten years [ago] by the late Mr. Scott when he came into possession of them. (c) Part of a field, No. 78, hedged off the Lammas Lands about twenty-eight years ago by Mr. Willing and sold to Mr. Scott, with the other enclosed land to which it was added. (d) The Meadlands near Teddington Lock, enclosed thirty years ago by the late Mr. Hatch. (e) Two fields near the parish yard, known as Stoney Lands, Nos. 107 and 109, always hedged, but used to be thrown open at Lammas-time. Nos. 107 was stopped by the late Mr. Warner, and No. 109 by a Mr. Nye, about twenty years ago. (f) The Headland Acre, part of No. 119, near the Upper Ham Road, enclosed by the Dysart family about twenty-five years ago, and thrown into Church Farm, together with a large piece adjoining it on the Kingston side, now occupied by Mr. Walker. (g) A field, No. 87, thrown into another by gradual breaking down of the parting hedge between Nos. 87 and 88, in the time of the late Mr. Hatch. The Common Fields not yet enclosed are Nos. 5 (open meadow), 78 (part), 72, 112 and 119 (part)." The present holders of land in the Lammas Fields are Messrs. Horace and Arthur Saunders who have 100 acres; Mr. James Walker, of Ham or Church Farm, who has 25 acres; and Messrs. John and Harry Hatch, of Manor Farm, who have about 200 acres.

The Quarter Sessions in 1891 were still held at Newington and it was there the trial of Radford, Hall, Hopkins and Piggott took place on Thursday October 22nd, before the Deputy Chairman, Mr. Henry Yool. Hall broke his leg a fortnight before and lay in Richmond Hospital whilst the issue was being decided. Mr. C. F. Gill defended and Sir Edward Clarke, then Solicitor-General, prosecuted. It is needless to go into all the details of that memorable action for many of them must be yet fresh in the minds of those who took any active interest in the matter. Mr. Gill called no witnesses but relied solely on the plea that the Trustees by taking criminal proceedings, whilst the civil courts were open to them, were attempting to turn honest men into felons merely for asserting what they believed to be their inalienable rights. The jury promptly returned a verdict of not guilty and so gave the commoners their first victory in the modern struggle with

the Dysarts. No one who participated in the return home of the party—besides the three defendants able to attend, numbers of the villagers went to London to personally hear the case—will ever forget the wild enthusiasm with which they were welcomed. The journey by break from Richmond to Ham through Petersham, was practically a continued ovation. The villagers—men, women and children—apprised by telegram of the result, greeted the defendants with cheers and shouts and the waving of aprons, evergreens and anything else that happened to be handy when the carriage passed along. Windows, doors and garden gates contributed their quota of spectators to the witness of the triumphal return that finally terminated in a brief meeting at which the excitement of the day found a fitting culmination.

The Defence Committee had to raise £79 14s. to meet the costs of the agitation and it is a noteworthy fact that the poor inhabitants of Ham and Petersham contributed to this amount no less than £37. The Committee was dissolved at a public meeting on December 1st, though it was recognised that the recent trial had by no means settled matters and that the people would have to be on the watch to resist further aggressions on the part of the Trustees. The Committee held altogether twenty meetings but had to do much more work than the bare statement of that fact perhaps implies. All the members were practically working men and any notice of their labours would be incomplete without the fullest recognition of their enthusiasm, self-sacrifice and loyalty. They were in truth the salt of the hamlet.

CHAPTER VI
THE PRESENT POSITION.

THERE was naturally a lull after the exciting events summarised in the last chapter, but when the Dysart Trustees next moved it was evident they had not lost sight of the motive which actuated them in 1891. In July, 1892, a circular was sent out to a carefully selected few by Mr. Bertram inviting them either as "freeholders and copyholders of the manor, residents upon the Common and others" to attend a meeting on August 11th called for "the purpose of considering the question of the future management of the Common, &c." and for "obtaining suggestions." The meeting was summoned for eleven o'clock in the morning for obvious reasons, and was presided over by Major-General Webber. A number of rules were submitted practically abolishing all the rights of the villagers and asserting in full the claims of the Trustees which had proved before to be so objectionable and so unwarranted. As a result of the proceedings a committee was appointed to go further into the matter but its labours came to nought through the insistence of the Trustees on their assumed rights as Lords of the Manor. There were one or two staunch commoners on the committee and sooner than admit the demands of the Dysarts they very properly retired and left Mr. Bertram to his own devices. Matters then resumed a normal condition until early this summer when Baron Sudeley having acquired Ormely Lodge and requiring gravel took about a hundred and twenty loads presumably ⁶ for the preservation of our beautiful Common. Just at that time Walter John Miles, a labourer, also helped himself to gravel and was summoned for "feloniously" stealing it. The case came before the Kingston County Bench on July 19th and 26th, Mr. Henry Prince again being retained for the defence. This time the summons was dismissed on the ground that the question of right being raised the justices had no jurisdiction. The Trustees finding themselves foiled once more in the criminal courts commenced proceedings in the Chancery Court to obtain an injunction against Miles restraining him from taking gravel in future. The writ was served on Miles

on July 28th and an appearance duly entered for him on August 4th. There the matter now rests and being *sub judice* nothing can be said on its merits here. The present Ham Common Defence Committee was formed at a public meeting on August 11th and the members now include James Maskell, Thomas Simms, Walter Tulett, Harry Gimman, James Macdonald White Melville and John Jacob Claridge, the last, a son of the Treasurer of the former Committee, being Chairman, Mrs. Alice Charlotte Butcher Treasurer, and myself again Secretary.

The story of the Tollemaches and Ham Common is now practically told, and those who have read it will be able to draw their own conclusions from the facts presented. Only a few words remain to be said to close the narrative. The Dysarts profess a mighty concern for the welfare of the village and an overweening desire to preserve the beauties of the Common unimpaired. It will have been seen that there is as little proof of the reality of the first as of the second. The connection of the family with the parish in the not very remote past would indeed ill bear translation into ordinary prose. So little did they care for their relations with Ham that they allowed possibly the Court Baron and certainly the Court Leet of Richmond to exercise jurisdiction over the manor till 1866, and in some instances they looked so loosely after the copyhold tenants that for twenty-five years the quit rents were never collected. What few allotments they spared the labourers they allowed a middleman to farm out and not till last Michaelmas was notice given to terminate so undesirable a contract. All they seem to have cared about was to enlarge the boundaries of the estate and to make as remunerative a property of it as possible without the slightest regard to the interests of residents and tenants. The posthumous repentence of almshouse bequests need scarcely be seriously mentioned. The pet scheme of the Trustees appears to be to turn the whole of the Common Fields into building land and to extinguish every right of the villagers the exercise of which is in the least likely in their opinion to hinder the estate appreciating in value. There would certainly be no objection to some arrangement being come to with regard to the Common Fields. The right of turn-out is an awkward one now that market-garden produce has so largely replaced cereal crops, and the inhabitants have to a certain extent refrained from

exercising their privilege out of consideration to the occupiers of the land. But the right exists all the same and if the Trustees desire to get complete possession of these communal acres they know there are perfectly proper and legitimate ways to set about the task. So too if their desire to have the Common properly regulated is quite sincere—the evidence of gravel removal to the contrary notwithstanding—they will best show it by offering no fractious opposition to the steps the Urban District Council may take to assume control over it. There is no divergence of opinion amongst the villagers as to the necessity of looking after the Common. The only condition they impose is that the proper authority shall take the question in hand. On this point their attitude is inflexible. Their ancestors, they say, controlled and enjoyed the Common and though till lately the present generation have been somewhat careless and negligent they are now united in returning to the Ahab's of to-day Naboth's immortal response of centuries ago—"The Lord forbid it me that I should give the inheritance of my fathers unto thee."

APPENDIX I.
The Deed of Charles the First.
(Taken from the Close Roll (Chancery) Charles I., Divers Years, Part 6, No. 4, at the Public Record Office.)

DNUS REX |
 ET |
 MURRAY AR |
 & AL: }

This Indenture made the twoe and twentieth day of December in the Eleaventh yere of the raigne of our Sovereigne Lord Charles by the grace of God King of England Scotland France and Ireland Defender of the Faith &c.

Betweene our Sovereigne Lord the King on the one parte and William Murray Esquier one of the Groomes of his maties, Bedchamber Gregory Cole of Petersham in the County of Surrey Esquier Isaac Jones of London marchant—heires of William Clifton gent deceased Thomas Moore of Hamm in the Parish of Kingston-upon-Thames in the said County of Surrey gent James Grace Citizen and Cooke of London Thomas Smyth and Ephraim Smyth of Ham aforesaid yeoman John Smyth yeomen Thomas Harvey husbandman Henry Collins yeoman and Elizabeth his Wife Richard Chapman yeoman Thomas Prittie gent and—his Wife Joane Fowler Widdowe Thomas Beckett Carpenter and Mary his Wife Edward Beecher an infant by Christopher Lewknor Esquier his guardian Henry Dowell gent Phillip Greenewood Citizen and Grocer of London Richard Cavarde yeoman Richard Sewell yeoman and Mary his Wife William Hampton yeoman and Jane his Wife Katherine Lord Widdowe James Mitchell Weaver Richard Dowling husbandman Henry Lane yeoman Samuell Buckley gent Thomas Cole gent Thomas Earth Cittizen of London John Scott husbandman Thomas Fitzwater husbandman Thomas Cotes husbandman Raphe Wells Weaver Thomas Paule Cittizen and Clothworker of London Symon Howe of London marchant John Yates yeoman and Mary his Wife Richard Turner

yeoman William Parkins Fisherman John Crokes Waterman and Alice his Wife Henry Parkins Fisherman and Henry his sonne James Cooke Thatcher Alexander Cooke Thatcher John Blackwell Joyner George Smyth yeoman Margaret Scott Widdowe and James Scott her sonne Christian Jenkins Widdowe and—Jackman her Grandchild an Infant John Cheeseman husbandman and Lydia his Wife and Elizabeth Garrett an Infant daughter of John Garrett deceased Freeholders and Copiholders of Inheritance and tenants for lives or yeres respectively of severall lands tenements and hereditaments of in or belonging to the severall manors of Ham and Petersham in the said County of Surrey on the other parte Whereas our said Soveraigne lord the King is seised in his demeaneas of Fee in right of his Crowne of England of and in the severall manors of Ham and Petersham with theire severall and respective Wasts and Comons thereunto belonging and with all other rights members and appurtenances **And Whereas** his matie hath determinyd shortly to enclose or take in within his maties intended newe Parke neare Richmond in the County of Surrey Twoe hundred sixty-five acres or thereabouts by estimac'on be they more or lesse being parcelle of the Comons or Wastgroundes of or belonging to the said manor of Petersham And also Fower hundred eightie-three acres or thereabouts by estimac'on bee they more or lesse being parcelle of the Comons or Wastgroundes of or belonging to the said manor of Ham To which said intended newe Parke and inclosure of his matie the said severall parties before named have and doe willingly consent and agree by these p'sents. Nowe this Indenture witnesseth that in considerac'on of the sume of Fower thousand poundes of lawfull money of England payed before the ensealing by his matie to the persons aforesnamed (that is to saye) a proporc'nable parte thereof to each sev'ral person according to his severall interest which said moneys the said persons doe hereby acknowledge to have received of his matie and to be therewith fully satisfied contented and payed and thereof doe acquit and discharge his said matie his heires and successors by these p'sents. the said William Murray Gregory Cole Isaac Jones—heires of William Clifton Thomas Moore James Grace Thomas Smyth Ephraim Smyth John Smyth Thomas Harvey Henry Collins and Elizabeth his Wife Richard Chapman Thomas Prittie and—his Wife Joane

Fowler Thomas Beckett and Mary his Wife Edward Beecher Henry Dowell Phillip Greenewood Richard Cavarde Richard Sewell and Mary his Wife William Hampton and Jane his Wife Katherine Lord James Mitchell Richard Dowlinge Henry Lane Samuel Buckley Thomas Cole Thomas Earth John Scott Thomas Fitzwater Thomas Cotes Ralph Wells Thomas Paule Symon Howe John Yates and Mary his Wife Richard Turnor William Parkins John Crookes and Alice his Wife Henry Parkins and Henry his sonne James Cooke Alexander Cooke John Blackwell Thomas Smith George Smith Margaret Scott and James her sonne Christian Jenkins —Jackman John Cheeseman and Lydia his Wife and Elizabeth Garrett Daughter of John Garrett have granted remised released and quite clymed and by these p'sents doe for them and every of them severally and for theire and every of theire severall and respective heires remise release and quite clyme unto our said Soveraigne Lord the King his heires and successors as well all theire and every of theire severall and respective rights of Comon as all other theire rights titles interests clymes and demands whatsoe' of in or to the said Twoe hundred sixtie five acres by estimac'on be they more or lesse of or belonging to the said manor of Petersham And of in or to the said Fower hundred eightie three acres by estimac'on be they more or lesse of or belonging to the said manor of Ham' by his matie taken in and inclosed or intended to be taken in and inclosed within his matie's said newe intended Parke att Richmond as aforesaid saeving and reserving alwaies to the said severall persons theire heires and assignes all theire right and interest of Comon in all and every other the wastgroundes of or belonginge to the said severall manors of Ham and Petersham that are not to bee inclosed within his matie's said newe Parke his matie being well pleased that neither his matie his heires or successors nor any of his or theire Farmers of the said manors or either of them shall from henceforth have make or take any benefit or profit in or out of the residue of the said Wastgroundes of the said manors or either of them soe left out of the said intended newe Parke but that the said Tenants respectively have the sole benefit and profit of the same And the said William Murray Gregory Cole and other the persons before-named doe for themselves severally and not joynly and for theire severall heires executors and administrators and every

of them respectively covenant and graunt to and with his said matie. his heires and successors by theis p'sents that his said matie. his heires and successors shall and may peaceably and quietly have hould and enjoy the said p'misses with theire appurtenances freed and discharged of and from all manner of estates rights titles charges troubles and incumbrances severally and respectively had made committid. or done or hereafter to be had made committid. or done by them or any of them or any person or persons severally and respectively lawfully claymeing by from or under them or any of them and that they and every of them severally and respectively theire and every of theire severall heires executors administrators and assignes respectively att and upon the reasonable request of the Lord Treasurer and Chancellor of the Exchequer or either of them for the time being for and on the behalfe of his matie. his heires and successors and att the proper costs and charges in the lawe of his said matie. his heires and successors shall and will at all tymes hereafter and from tyme to tyme make performe and execute all such further and other act and acts thinge and things assurance and assureances in the lawe whatsoev' for the better and more perfecte assuringe conveying setting and suremaking of the said premisses with the appurtenances unto his said matie. his heires and successors according to the true intent and meaneing of theis p'sents. bee it by fyne or fynes feoffment graunt bargaine sale release confirmac'on warranty or by any other lawfull wayes or meanes whatsoev' as by his matie. his heires and successors or by his or their Councell learned in the lawes shall be reasonably devised advised and required which said assureances hereafter to be made and executed by the said p'misses.

It is agreed by and betweene all the said parties to theis p'sents shalbe and inure to and for the onely use and behoofe of his matie. his heires and successors and to and for none other use intente or purpose whatsoev'.

In witness whereof to the one parte of theis p'sent Indentures remaineing with the said Gregory Cole our said Soveraigne Lord the King's matie. hath caused the great Seal of England to be affixed and to the other parte thereof remayning with our said Soveraigne Lord

the King the parties to theis p'sents have putt to theire hands and seales the day and yeare first above written.

Annoq' Dom' 1635. *Et Memorand qd' die et anno subscript' f'fati Gregorius Cole Isaacs Jones Thomas Moore Jacobus Grace et Simon Howe venerunt coram d'c' duo' Rege in Cancellar' sua et recognover' Indentur' f'dcam ac omnia' et singula in ead' content' et spec' in forma subdca' Irr xxij^o die Decembr' anno p'd. [And in the year of our Lord 1635. Be it remembered that on the day and year above written the said G. Cole I. Jones, T. Moore, J. Grace and Simon Howe came before the said Lord the King in Chancery acknowledged the said Indenture and all and singular the contents thereof as set forth above. Inrolled 23rd day of December, in the year before mentioned.]*

APPENDIX II.
THE
RULES OF CUSTOMES
PERTAINING UNTO

WESTSHEEN, PETERSHAM AND HAM.

(Taken from a copy made out of the customal in the library of Ham House identical with that existing in an old record in the Tower of London.)

THE Rule of Customes made the first day of May, in the fourth year of the reign of King Edward the fourth, which customes were granted heretofore by the King and Kings unto the tenants belonging unto the Lordships of Westsheen unto the [Richmond], Petersham, and Ham; which we the tenants [Richmond], Petersham, and Ham; which we the tenants do hold our land by the said customes, &c. MANORS, do hold our land by the said customes, time out of mind, as here granted by the King and Kings, time out of mind, as hereafter followeth, viz.

1. IMPRIMIS, it was granted to our custome that we should have a court yearly, at the will of the Lord; and that all the tenants thereto belonging shall thither resort upon a Fortnight's warning, by a precept made by the Steward directed to the Baillif, and he to give warning against the day, and those that come not at the said day so warned by the Baillif, shall forfeit the first court two-pence, the second four-pence, the third court sixpence, and so double every court his forfeit.

11. The second part of our custom is, that when the Steward and the Lord with the King's tenants be assembled in the face of the court then called together by name and sworn, that then the said Homage shall enquire whether that any of the Kings tenants be deceased, and to present his name and next heir, or whether he died seized or not.

111. The third part of custom is, that if any tenant do die so seized, that he dieing so seized, then that which descended ought of right to descend by custom of our Manor to the youngest son and his heirs; and if he have no son, to the youngest daughter and her heirs, and if she die without issue,

to remain to the next of his kin, and if there can none of the kin be found then to make claim to the Lord; that then the Lord shall by our custom seize it into his hands as excheat for lack of heirs general; and then the Lord of his special grace may grant seizure to whom he listeth, upon a new fine levied to them and their heirs for ever.

IV. The fourth part of our custom is, if the said tenant do die without issue, and also seized, having a wife which surviveth him, and if the said wife do come into the said court and make claim unto the lands after the decease of her husband, then she might have by our custom of the heir, the third part of the rent during her life, and if there be no heir to be found, then she is to have it of the Lord.

V. The fifth part of our custom is, that if any tenant will deliver a surrender before his death unto the use of his wife, or to his heirs, that then he must deliver it up into the hands of two of the King's tenants of the said Lordship, and if he deliver it but to one, that stands void and of none effect, except it be in the extremity of death; and further, when the said tenants have received it to the use of their wives or their heirs whom they list to make it unto, and the said tenants shall bring in the said surrender at the next court holden after the date thereof, or else the said surrender to be void and of none effect.

VI. The sixth part of our custom is, that we hould our lands by the rod, or copy of court roll, by custom of our manor at the will of the Lord, and that we may lop, top, fell by the ground wood and timber, and carry it away without any forfeit makeing of lands and housen, so that we do keep the housen in sufficient reparations, and if we do not keep the reparations then shall the Lord seize it into his hands and take the profits thereof unto his own use, until such time as we have sufficiently repaired them, then to fine with the Lord and so to have our lands again, without any interruption on any part made by the Lord or his assigns after that we have paid our fine.

VII. The seventh part of our custom is, if any tenant that holdeth land of our sovereign Lord the King do sue it out of the said court without licence of the Lord of the soyle he to forfeit all his copyhold which he hath lying within the Lordship, except it be brought by the commandment of the King

or of his most honourable Counsell, and furthermore whether he came to it by inheritance or purchase and so holdeth it to him his heirs, or assigns, and so at the time of his death to deliver a surrender unto his next heir, and if so be that after the death of any such tenant the heir doth give, set, or lay to mortgage, any copyhold lands lying within any of the Lordships, before the said heir be admitted tenant and hath paid his fine, according to the said customs of the manor of the said Lordships, that then all such said surrender and mortgage made by the said heir shall stand clearly void and of none effect, by our customes.

VIII. The eighth part of our custome is, that the Lord of the soil may lett, and sett, all manner of waste and void ground, by copy to any man that will take it, paying a fine to the Lord, and yearly quit rent to the King; for the Lord is bound to augment the King's quit rent one year better than other by our custom, within any of the said three Lordships.

IX. The ninth part of our custome is, that all our lands arable, and unarable, which lieth abroad in the common fields, is as common once a year, except certain closes, which lieth inclosure; and for all the common fields one tenant to enter common with another in all vacation times, but not betwixt our Lady day in lent, and Michaelmas: and every man that holdeth of the Lord a tenement of land shall common by our custom, three sheep upon an acre, that is to say, sixty-eight upon a tenement, and four oxen, three kind, two horses, one mare or gelding, and that no man which hath sold all his land from his house shall common for no more but his bare house, that is to say, three kind, one mare or horse, and no more no man shall keep by our custom.

X. The tenth part of our custome is, that if any tenant holding lands of our sovereign Lord the King, within any of the Lordships do cast down any parcel of freehold lying between two parcels of copyhold to the intent to make the copyhold land freehold, then the tenant so doing shall forfeit all his copyhold land lying and being within the said Lordships, by our customs.

XI. The eleventh part of our custome is, that any tenant shall top wood, fell furze or thorns within the several Lordships portion and portion alike, and to carry home to their own houses for their own use; and that no man or woman

keeping a common brew-house, or bake-house, fell no manner of wood, or furze or thorns, to bake or brew with all, except he be a tenant in land, he shall have no more in the common than his tenure will give, according to our custom.

XII. The twelveth part of our custom is, that the quit rent of the land belonging to the Lordship of Westsheen, is two pence the acre, and six-pence the house without land, the fine of the said Lordship is two years quit rent. The quit rent of Petersham, and Ham, is four-pence the acre, and six-pence the house, and the fine is one years quit rent, every tenement is seven shillings and six-pence by our custom. And unto all these customs we the said tenants of the Lordship, we all do hold and affirm, by the grant of the King and Kings time out of mind.

And for further assurance our heirs for ever that shall come after us, we have put it in writing for a continual remembrance, done before John Judgell, one of the Kings honourable Counsell, and John Warman, then the Lord of the soil for the time being, IN WITNESS whereof John Hart, tenant, William Ballat, tenant, John Howe, tenant, John Brewell, tenant, William Thorn, tenant.

A most true copy from the Antient Original Copy to be produced on all great and necessary Occasions.

The version of the rules of customes given above is that usually accepted, but another version applying nominally to the Manor of Richmond, but also to those of Petersham and Ham if placed in the same category as the first set, is rendered by the Parliamentary Surveys of 1649-53 made "by virtue of a commission granted upon an Act of the Commons assembled in Parliament for the sale of the honours, manors and lands belonging to King Charles I, his queen and prime, passed 16th July 1649." In a schedule of the commons attaching to Richmond after mentioning the Green the Surveyors add: "There is alsoe belonging to the said Manor of Richmond two other pieces of common and uninclosed groundes commonly called Richmond hill Common, the one piece thereof lying on the said Richmond hill betweene the upper towne feild of Richmond and the parke wall of the Newe parke in Surrey; the other piece thereof lying between the lane leading from Richmond to Petersham and the River of Thames and extend-

ing it selfe from the said towne of Richmond to a smithe's forge now in the possession of Laurenc Goldston and con-
teyneing in the whole Forty acres of land more or lesse."

The rules follow:

Memorandum that there is a Court Baron belonging to the said Manor of Richmont alias Richmond alias West Sheene kept in the greate hall of the said pallace of Richmond at the will of the Lord of the said manor and allsoe a Court leete there alsoe kept once in every yeare.

The tenants of the said manor are to performe theire suite and service to the Lord of the said manor at the Courts aforesaid.

All the coppie houlders of the said Manor pay heriots for theire tenants to wit the best beast and for want of a living beast 6s. : 8d. : in money.

If a coppie houlder tenant set or let his coppie hould lands or tenements for any longer terme then for three yeaeres without licence of the Lord he forfeits the same lands or tenements to the Lord of the Manor.

Hee that is a stranger and comes to bee tenant of any of the coppie hould lands belonging to the said Manor is finable for the same at the will of the Lord of the said Manor as the first tenant but never after he is once admitted to bee a tenant doth hee pay any arbitrable fine for any other lands that hee shall buy within the said Manor.

The fine certeyne payd by the coppie hould tenants at the taking up of their estates or upon admittances to purchase among themselves is noe more but two yeaeres quit rents due for the same lands or tenements soe to bee taken up or bought.

The quit rent due for the coppie hould lands belonging to the Manor of Richmond alias West Sheene is two pence the acre and six pence the house without land.

The youngest sonne of every coppie hould tenant is heire to his coppie hould lands or tenements held of the said Manor and for want of sonnes the youngest daughter is heire thereto for want of issue the next of kynne is heire thereto and if none of kyndred can bee found then the coppie hould estate of such tenant escheates to the Lord of the Manor

whoe may seise the same and grant them to whome he pleaseth.

The tenants of the said Manor clayme to lopp topp and fell by the ground wood or tymber and to carryaway the same wi-
out forfeiture of lands or house for soe doing soe that they keepe theire houses in sufficient reparations.

If the tenants doe not keepe theire houses in sufficient reparations the Lord at his pleasure may seise the same into his hand and take the profits thereof to his owne use until such tyme as they have sufficiently repayed them and then they are to fine with the Lord for the same and then to have them agayne without interruption the fine being payd.

If an heire of a coppie hould tenant doe let set or lay to mortgage his coppie hould lands or tenements before hee bee admitted therunto and hath payd his fine then the lease or mortgage to stand voyd and of none effect.

The Lord of the soyle might by custome (as wee find it) set all manner of voyd and wast ground by coppie to any man paying a fine to the Lord and a yeaerly quit rent to the King for the Lord was bound to augment the Kings quit rent every yearre better than the other.

Every tenant that houldeth a tenement of land which is twenty acres or above is to common in the towne filds (when they are commonable) and other commons 3 sheepe for an acre vizi. : 60 sheepe for a tenement and fower oxen three coves and two mares horses or geldings and hee that hath hold his land from his house shall only common for his house three coves and one horse or mare.

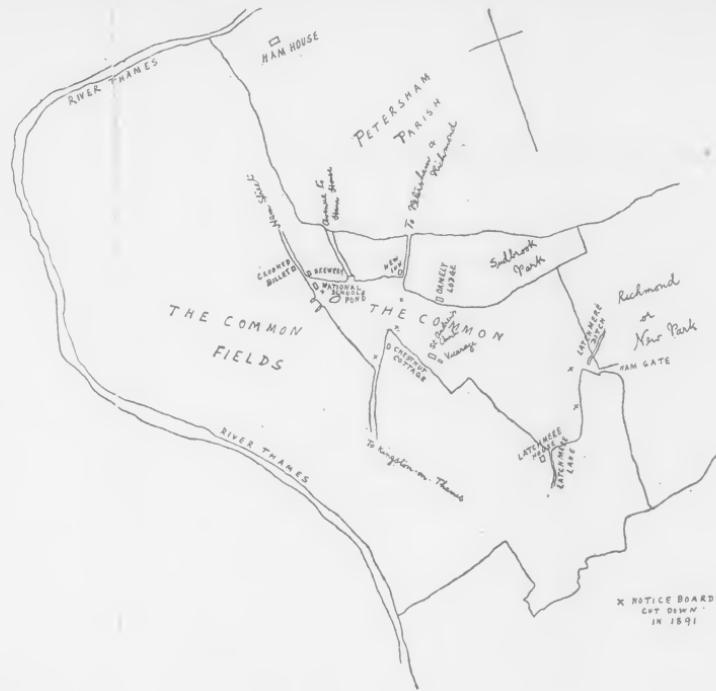
If any tenant cast downe any parcell of free land lying betwixt two parcels of coppie hould land upon intent to make coppie hould land free hould land then the tenant soe doing forfeits all his coppie hould lands and tenements within the said Manor to the Lord thereof.

Memorandum wee find the customes above written to bee claymed by the tenants of the said Mannor of Richmond alias West sheene as granted to them in the one and twentieth yeare of the reigne of King Edward the 4th vizi. in anno Domini 1481 and alledged to bee confirmed by divers kings of this realme since that tyme.

The Ham Common Defence Committee.

This Committee, which has been constituted to protect the rights of the villagers of Ham from the aggression of the Dysart Trustees, relies entirely on public contributions for the means of carrying out its objects. Subscriptions can be sent to the Chairman, John J. Claridge, The Common, Ham, Surrey; to the Secretary, W. H. Harland, St. James's Road, Kingston-on-Thames; or to the Treasurer, Mrs. Alice Butcher, Ham Street, Ham, Surrey.

SKETCH MAP
OF
HAM COMMON



MSH 32445

**END OF
TITLE**